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VOL. XXXVI., No. 3.

## The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 14, 1891.

## Contents.

CURRENT TOPICS.....	35	LAW STUDENTS' JOURNAL.....	45
SLANDER OF TITLE.....	38	LEGAL NEWS.....	46
TO BUSINESS MEN—KEEP OFF THE COURTS.....	38	COURT PAPERS.....	46
A READING OF THE NEW STATUTES.....	39	WINDING UP NOTICES.....	47
REVIEWS.....	39	CREDITORS' NOTICES.....	47
LAW SOCIETIES.....	45	BANKRUPTCY NOTICES.....	48

## Cases Reported this Week.

<i>In the Solicitors' Journal.</i>		Sheriff of Essex, Ex parte, Re Finch ...	44
Alliance Marine Assurance Co. (Lim.), Re .....	42	The Queen v. Morton .....	44
Australasian Automatic Weighing Machine Co. v. Walter .....	42	<i>In the Weekly Reporter.</i>	
Beriro v. Thalheim .....	44	Canadian Pacific Colonization Corpora- tion (Limited), In re .....	40
Bird v. Barstow .....	41	Howe v. London and North-Western Railway Co. ....	44
Duncan, Ex parte, Re Duncan .....	45	McNair & Co. v. Audenshaw Paint and Colour Co. (Limited); Helliwell and Another (Claimants) .....	36
Dyson's Trade-Mark, Re .....	42	Midwinter v. Midwinter .....	39
Great Northern Salt and Chemical Works (Lim.), Re .....	42	Owthwaite, In re, Owthwaite v. Taylor Orthwaite, In re .....	38
Hornaby v. Baggett .....	43	Pedley v. Morris .....	42
Hurst, Re, Addison v. Topp .....	41	Smith v. Gronow .....	46
Lionel Percy Chamberlaine (A Soli- citor), Re .....	45	Stamford, Spalding, and Boston Bank- ing Co. (Limited) v. Smith .....	48
Moir v. Williams .....	40	Towerson v. Jackson .....	37
Portingell, Ex parte .....	41	Townend, Ex parte, In re Maud .....	47
Radcliffe v. Bartholomew .....	43	Ward v. Changee .....	39
Robinson, Re, Wright v. Tugwell .....	41	Wilson and Another v. St. Giles', Cam- berwell, Vestry .....	41
Sartoris, Re, Sartoris v. Sartoris .....	41		

## CURRENT TOPICS.

MR. B. G. LAKE, who has rendered great service as chairman  
of the committee appointed under the Solicitors Act, 1888, has  
resigned his position as a member of that committee, and unani-  
mous resolutions were passed at recent meetings of the com-  
mittee and of the council expressing their regret, and the hope  
that they might, after a time, again have the benefit of Mr.  
LAKE's assistance in the same capacity.

OUR READERS will share the regret we feel at the retirement  
of Mr. LAKE from the post which he has filled with conspicuous  
ability and discretion since the appointment of the committee in  
1889. There is no small debt of gratitude due from the pro-  
fession to the members of the council composing that committee  
for the amount of valuable time which they bestow upon the  
hearing, consideration, and reporting upon the cases which  
come before them. Up to the date of the last annual report of  
the council no fewer than 300 applications had been made to,  
and considered by, the committee, and we believe there is but  
one opinion as to the fairness and anxious desire to do justice  
evinced in dealing with these matters. This has, indeed, been  
repeatedly recognized by the court; in the difficult and com-  
plicated case of *Re Four Solicitors* (35 SOLICITORS' JOURNAL,  
648) Mr. Justice DENMAN said, "I may state at once that I see  
no reason to question any single finding of fact in the report of  
the committee. The inquiry before them lasted for several  
days, and they saw every witness whose evidence could throw  
light on the case. They exhibited the utmost patience." This  
case afforded one of the very few instances in which the court  
varied one of the findings of the committee, not as to a matter  
of fact, but as to what constituted "professional misconduct."  
But in doing so Mr. Justice WILLS said, "I share the dislike  
of the committee in respect of most, if not all, of such matters,  
and I am most anxious not to do anything calculated to  
discourage their efforts to maintain a high standard of pro-  
fessional ethics." While, however, holding up a standard  
even higher than that adopted by the court, the committee  
have acted as protectors of the reputation of solicitors against  
unfounded charges to an extent of which probably few of  
our readers are aware. Out of the 300 cases above referred to,  
the committee reported that 143 did not disclose any such cause  
of complaint against the solicitor as required an answer from  
him, and only in 32 of the cases which were heard did the com-  
mittee report adversely to the solicitor. It is inevitable that the  
heaviest share of the labour, and a large share of the responsi-  
bility for the conduct of the tribunal, should fall on the chair-

man, and we think we express the opinion of the members of the committee as well as of the profession when we say that the success with which its delicate and difficult functions have been discharged has been largely owing to Mr. LAKE.

MR. JUSTICE STIRLING has been absent from his court since Monday last. It was arranged that on Friday Mr. Justice KEKEWICH would dispose of any pressing motions in cases assigned to Mr. Justice STIRLING, and it is probable that a similar arrangement will be made for petitions and short causes on Saturday. The illness of the learned judge is stated to arise from a chill, but it is not known what form the illness takes.

THE STATISTICAL YEAR, which closed on the 31st of October, shews an improvement in the amount of legal business done in the Queen's Bench Division as compared with the year 1889-90. Taking as a test the number of actions commenced, we find that, while chancery and probate actions number almost precisely the same as in the preceding year, and admiralty actions show only a trifling increase, there has been a material augmentation of the work of the Queen's Bench Division. The number of actions commenced was 44,700 in 1890-91 as against 42,500 in 1889-90, and the number of judgments was 22,100 in 1890-91 as against 20,300 in 1889-90.

IT IS RARELY that the Lord Chancellor sits alone as a court of first instance as a judge of the High Court of Justice, but on the occasions when he does so sit, although it is usually in his lordship's private room at the House of Lords, the etiquette and procedure of a court are maintained. The principal occasions for these sittings arise on opposed applications for the transfer of actions from one judge to another of the Chancery Division under R. S. C., ord. 49, r. 1. In consequence of the distance of the House of Lords from Lincoln's-inn a practice has arisen among some members of the bar of appearing without their robes, but those gentlemen should take notice that in the future it will be expedient and requisite that robes should be worn on all such occasions.

IT IS NOT, perhaps, to be wondered at that the terms in which Mr. Justice KEKEWICH gave judgment in the case of *Re Cloake*, which we reported last week (*ante*, p. 29), should have caused some dissatisfaction in certain quarters. The learned judge is reported to have said that although under ord. 54, r. 12, a master had, with certain exceptions, the same jurisdiction as a judge at chambers, and by ord. 38, r. 13, a judge had discretionary power to receive an affidavit notwithstanding any defect therein, yet it never could have been intended to extend this power, in chancery matters, to a master. "It would require express words to say that such a subordinate officer was to exercise the jurisdiction of the Chancery Division." We venture, with deference, to question whether the masters can be properly termed "subordinate officers." In official rank they stand next to the judges. The office of which they form part is the Central Office of the Supreme Court, and by the statute which created it they were made Masters of the Supreme Court. As such they take precedence, on all State occasions, of officials of corresponding positions attached to either of the divisions of the High Court of Justice. Moreover, although it may be right to say that their jurisdiction in chancery matters is limited, it is incorrect to suppose that they have no jurisdiction whatever in chancery matters. The office of the Clerks of Records and Writs was merged into that of the masters by the Judicature (Officers) Act, 1879, and an essential part of the daily work of the Central Office over which they preside is to issue all writs, receive all appearances, file all documents, and keep a record of all judgments and orders of the Chancery Division, besides giving effect by execution to all judgments of that division and of the Court of Appeal. The system may be open to improvement, but that the masters are empowered by statutes and rules of court to exercise some jurisdiction over chancery actions is unquestionable.

WITH THE APPROACH of winter comes the annual problem how to keep the temperature of the Law Courts to the liking of her

Majesty's judges. Temperature is so much a matter of taste, and tastes, even among the judges, do so greatly vary, that the problem is not an easy one to solve. Among a certain class of persons at the courts who are responsible for the working of the warming apparatus our learned judges are, we believe, divided into classes of "fifty-fivers, sixtyers, sixty-fivers, and seventyers." A late member of the bench was a "seventy-fiver," and the prodigious efforts which had to be made to satisfy his idiosyncrasy have produced one story, at least, which is worth recording. A thermometer hung on the wall of his private room, and it was the judge's first act every morning on arrival to walk up to this thermometer and satisfy himself that his room was of the right and proper temperature. One morning an official from one of the departments had occasion to speak to the judge's clerk about some matter which had been before the judge in chambers. He found the judge's clerk standing with his hands behind his back before a roaring fire. The matter under discussion between the two was so engrossing that it quite absorbed the attention of the clerk, and was not concluded when he heard the judge's well-known step coming along the corridor. He stepped briskly across the room, hung a thermometer hurriedly on a nail in the wall, and turned to receive the judge, who entered at the moment. The judge walked straight to the thermometer as usual, and, evincing some surprise, turned to look at the roaring fire in the grate. "I thought the room felt stuffy this morning," he said, removing a huge woollen comforter. "Those people have really no discretion. Because I have continually complained of being frozen in this room, they have heated it up to 85 degrees. It's unbearable. Open the window." It was a narrow escape for the clerk. Finding it quite impossible to raise the temperature of the room to 75 degrees so early in the day, that ingenious functionary had hit upon the plan of satisfying the judge every morning by warming the thermometer, and during the discussion on this particular morning he had omitted to watch the mercury!

THE DECISION of Mr. Justice ROMER in *Petre v. Ferrers* (*ante*, p. 28), though interesting on account of its subject-matter, is of no great importance from a legal point of view. The altar-stone and relics in the recent case were or were not comprised in a certain marriage settlement. This question, which was partly one of fact and partly one of construction, was decided by the judge on materials which render his decision of little value to the law reporter. The next point, that an altar-stone and relics were included in a bequest of "plate, linen, china, glass, books, prints, furniture, and articles of household use and ornament," in or about a certain mansion, could scarcely be argued seriously; nor is a decision on this point one urgently requiring the attention of persons about to advise testators. There are some other small points in the case, but the only one approaching importance is that a tenant for life has, under such circumstances as those which existed in *Petre v. Ferrers*, a sufficient possessory title to ground an action against anyone, other than the true owner or person having a superior title, removing the articles, if they were to be treated as chattels. The possession held sufficient was that of caretakers appointed by the trustees of the settlement, and whose wages were charged in the accounts against the then infant legal tenant for life. The trustees granted a lease, under a power in the settlement, before the tenant for life came of age, and before the expiration of this lease, but after the tenant for life had attained twenty-one, the chattels—if the things were chattels—were removed by the lessee or by his direction. The possessory title was, therefore, rather shadowy, and the decision, or perhaps *dictum*, on this point ought not to be too much relied upon. Indeed, Mr. Justice ROMER principally based his decision on another ground, that the relics and altar-stone formed part of the chapel, and, therefore, of the settled estate of which the plaintiff was tenant for life.

AN ESTEEMED correspondent, whose letter reached us too late for last week's issue, writes to point out an oversight in our recent observations on the effect of the recent Mortmain Acts on mortgages to charities. He says:—"The writer of the observations appears to me to have altogether overlooked the Act



33 & 34 Vict. c. 34, which expressly authorizes charities to invest their money on real securities notwithstanding, and without complying with, the provisions of the Act 9 Geo. 2, c. 36. This statute is not among those which are repealed by the Act of 1888, but, on the contrary, its provisions are conserved by the 8th section of this last-named Act, which provides that 'where by any statute now in force any provision of the enactments hereby repealed is excluded, either wholly or partially, from application, in every such case the corresponding provision of this Act shall be excluded or applied in like extent and manner.' I know that since the Act of 1888 mortgages have, under the advice of counsel, been made to charities in reliance on the unrepealed provisions of the Act 33 & 34 Vict., and it is therefore important that the doubts which your remarks may have suggested should be removed from the minds of your readers." Our correspondent is correct in thinking that the effect of 33 & 34 Vict. c. 34 escaped our attention. This Act, which was not repealed by the Mortmain and Charitable Uses Act, 1888, authorized "all corporations and trustees in the United Kingdom holding money in trust for any public or charitable purpose to invest such moneys in any real security" free from the laws relating to mortmain, with a direction that sale, instead of foreclosure, was to be the remedy of the mortgagee in any suit for enforcing his security. It follows that our remarks as to mortgages to a charity (*ante*, p. 3) must be restricted to mortgages made before the 1st of August, 1870, the day when 33 & 34 Vict. c. 34 received the Royal assent; a mortgage made on or after that day does not require enrolment.

WHAT WILL BE the practical effect of that part of the 14th section of the new Stamp Act, by which the judge is to take notice of any omission or insufficiency of the stamp "upon the production of an instrument chargeable with any duty as evidence in any court of civil judicature in the United Kingdom?" The 16th section of the Stamp Act, 1870, for which this enactment is substituted, provided (or rather provides, for the new Act does not come into operation until the 1st of January, 1892) that "upon the production of an instrument," &c., "the officer whose duty it is to read the instrument shall call the attention of the judge to any omission or insufficiency of the stamp thereon." Here an important innovation has been effected. "The officer whose duty it is to read" instruments may reasonably be supposed to have such a knowledge of the law of stamps as to be able efficiently to discharge the duty thrown upon him by the Act of 1870, nor are his other duties in court so arduous as in any way to hinder him from performing this duty. But how about the judge? The stamp laws are intricate, and so far from being entirely contained in the consolidating Act of 1891, they are (see section 1 of the Act of 1891) subject to numerous exemptions, for which reference must be had to about seventy other enactments. Is it to be supposed that a judge, upon whom the whole burden of a trial rests, can or will of his own mere motion properly "take notice" of all the insufficiencies of stamps that must necessarily occur? We cannot but think that the result will be that many of these insufficiencies will henceforth pass unnoticed. It may be pointed out that by R. S. C., ord. 39, r. 8 (which replaces section 31 of the Common Law Procedure Act, 1854), "a new trial shall not be granted by reason of the ruling of any judge that the stamp upon any document is sufficient, or that the document does not require a stamp."

A CORRESPONDENT called our attention early this year (see 35 SOLICITORS' JOURNAL, 168) to the circumstance that although the Lunacy Act of 1890 provides against a medical certificate being signed by the "husband or wife" of the petitioner, or of a person interested in an institution into which a person was to be received as a lunatic, it omits "husband or wife" from the provision intended to secure the medical certificates being signed by persons having no connection with each other. We agree with our correspondent in thinking that the omission to do so was an oversight. It might perhaps be suggested that husband and wife fall under the description of partners, but this, we think, could not be maintained. Moreover, in the pro-

visions in which "husband or wife" are mentioned, partners are also mentioned as well as in the provision which omits "husband or wife." We notice that the provisions referred to are, as to the point in question, *verbatim* the same as those in the Lunacy Acts Amendment Act, 1889, but this scarcely affords an excuse for the omission being continued in the Consolidating Act of 1890; at any rate, it might have been supplied in the Lunacy Act of this year, which has corrected some manifest slips in that Act (see amendments of sections 38 (4), 55 (6)). Another point suggests itself with regard to the provisions to which we have referred. They omit a very possible case, for, while they mention father-in-law, son-in-law, brother-in-law, and females holding a like relationship, they do not mention step-parents or step-children. These relationships are, we submit, not included in those mentioned. A step-father is described as "another husband, who is not the father of the child or children who suggest the second part of the term," and a step-son as "the child of one parent, but not of both" (Todd's Johnson's Dictionary, by Latham). These relationships are no doubt far less common than those mentioned, but that can afford no sufficient ground for their omission. A step-parent and step-child do not, it will be admitted, always manifest very kindly feelings towards each other, therefore there seems as much, or more, reason for including in the enactments referred to a step-parent or step-child as for including persons holding the various relationships mentioned. Perhaps the same observations apply to step-children as between step-children of one parent and step-children of the other.

IT IS CURIOUS that the question whether the Divorce Court has jurisdiction to grant permanent alimony to a wife, against whom a decree for judicial separation has been made at the instance of her husband, should not have come up for decision by the Court of Appeal until last week—thirty-four years after the passing of the Divorce Court Act of 1857. Section 17 of that Act provides that an application for judicial separation may be made by either husband or wife, and that the court may decree judicial separation accordingly, "and, where the application is by the wife, may make any order for alimony which shall be deemed just." And section 22 provides that in all suits and proceedings, other than proceedings to dissolve any marriage, the court shall proceed and act and give relief on principles and rules which, in the opinion of the said court, shall be, as nearly as may be, conformable to the principles and rules on which the ecclesiastical courts have heretofore acted and given relief, but subject to the provisions herein contained, and to the rules and orders under this Act." In the case to which we refer—*Gooden v. Gooden*—the husband obtained a judicial separation on the ground of the wife's cruelty, and the wife afterwards presented a petition for permanent alimony. Mr. Justice JEVNE, reversing the decision of the registrar, held that there was jurisdiction in such a case to decree permanent alimony; and the Court of Appeal affirmed this view. Lord Justice KAY, who delivered the judgment of the court, said that the jurisdiction depended upon the statutes under which the Divorce Court was founded, but that, in construing those statutes, regard must be had to the jurisdiction existing before they were passed, and, unless there was in them something taking away powers before exercised by the ecclesiastical courts, the court would be reluctant to hold that the Divorce Court had a more limited authority. The granting or refusing of alimony after a divorce *a mensi et thoro* seemed to have been a matter upon which the ecclesiastical courts exercised a large discretion, and it appeared to have been their practice not to grant alimony to a wife divorced *a mensi et thoro* on the ground of her adultery, but no doubt had been thrown on the jurisdiction of the court to do so. In *Dart v. Dart* (3 S. & T. 208) Sir C. CRESSWELL expressed an opinion that he had no jurisdiction to grant alimony in such a case. But in *Prichard v. Prichard* (3 S. & T. 323) Sir J. P. WILDE granted alimony in a similar case, and said that, if there were no precedent, he ought to make one. There were no words in the Act expressly negating the jurisdiction, and it would be giving extraordinary and unnatural force to the language of section 17 to say that it took away or even negated the juris-

diction of the court to grant alimony when the decree for separation was made at the suit of the husband. The court accordingly held that the Divorce Court had jurisdiction in such a case as the present to grant permanent alimony to the wife, if it should think fit to do so.

### TO BUSINESS MEN—KEEP OFF THE COURTS!

THERE have been some remarkable utterances this week by the Lord Chief Justice on the question of arbitration *versus* litigation. In addressing the Lord Mayor on Monday, Lord COLERIDGE is reported to have said: "It may be (I do not say it is so) that the men of London may prefer to have their causes settled quietly and inexpensively by some sensible and honourable man who knows the nature of the business and may be trusted, to the enormous expenditure and endless delay which often follow the litigation of questions in courts of law; and I must say that I think a man must have a most uncommon devotion to 'the science of the law' if he prefers that questions which Lord MANSFIELD and Lord ELLENBOROUGH left unsettled should be settled at his expense at a cost of hundreds or thousands of pounds, when his own individual case, which of course interests him beyond all other cases, may be decided by some sensible mercantile arbitrator in whom he has faith and confidence." Translated into plain English, this will be taken by City men to mean, "We are sitting at the Guildhall to try your cases, but unless you have 'a most uncommon devotion to the science of the law' you will not come there. Litigation often involves 'enormous expenditure and endless delay'; if you are wise you will desert the courts and submit your disputes to be settled 'quietly and inexpensively by some sensible and honourable man who knows the nature of the business and may be trusted.'" No doubt Lord COLERIDGE may say that he was merely explaining the reason why the City business has practically left the courts, but it is certain that his words will be understood as a piece of advice tendered to business men by one who knows better than anyone else the result of submitting commercial questions to the decision of the courts. In the opinion of this eminent authority—so the City men will say—the decision of these questions by the courts may, probably must, involve "enormous expenditure and endless delay"; he seems to treat this result as inevitable, and one which no arrangements or reforms can prevent. It may be a question whether it is prudent or seemly on the part of a judge to utter words which will be taken, rightly or wrongly, as warning suitors off his court.

But, taking the words as merely intended to explain the reason which has led to the practical extinction of City of London actions, we venture to think that the explanation is imperfect. The City of London litigation was, the majority of lawyers believe, strangled by the delays resulting from the arrangements made for the trial of City cases when the London Sittings were transferred to the Royal Courts of Justice. We have frequently pointed out that the main grievances in connection with the old Guildhall Sittings were, first, that the sittings were too short, six courts sitting together for about six weeks in the year seldom sufficed for the proper trial of all the cases in the list; and, secondly, inconvenience arose from six courts sitting at the same time, the same counsel and solicitors were engaged in cases tried in different courts at the same time. But when the sittings were removed to the Royal Courts one grievance was increased and the other remained unabated. In place of one court sitting continuously for the trial of these actions, about a week only at the end of each sitting was, before 1886, devoted to them, and several courts sat at the same time for their trial. In Michaelmas, 1885, there were seventy-two causes in the list, and out of these about a dozen special and a few common jury cases only were disposed of. It is believed that if satisfactory arrangements had been made for the trial of City of London actions at the Royal Courts, there would have been no desertion of the courts, and the change from the Guildhall to the Royal Courts would have been found beneficial to City men. And now the question comes which it is desirable to have answered—Who was responsible for the defective arrangements which strangled the City business?

### SLANDER OF TITLE.

#### I.

THAT branch of the English law of torts which is commonly known as slander of title has pursued a curious and not uninteresting course of development. The distinction between words actionable in themselves and words actionable only by reason, and on proof, of special damage was firmly established as part of the law of England by the reign of Charles I., and probably existed in germ at a much earlier period.

The modern doctrine of "Slander of Title" seems to have grown out of this distinction in something like the following fashion or order. 1. The imputation to women of unchaste behaviour was one of the earliest and most fruitful sources of litigation in the history of English law. The old reports literally teem with cases in which this imputation, conveyed in the foulest language, formed the subject of judicial consideration. We shall touch this rank soil only so far as is absolutely necessary for the elucidation of our present theme. At the period in question it had been pretty clearly decided that words (a) importing "the charge of a crime," (b) importing "the charge of having a contagious distemper," (c) "disgraceful to a person in an office," and (d) "disgraceful to a person of a profession or trade," and such words only, were actionable in themselves. No action, therefore, would lie for a bare charge of unchastity or immorality. To support such an action the plaintiff had to prove not only special damage, but special damage of a temporal and corporeal character—a rule abolished by the Act of last session. The scope of this rule will be best explained by a few illustrations. (1) A. accuses B. of immorality. No actual damage of any kind is averred to have been caused by the accusation; but B. is liable to *spiritual* penalties if it is true. The charge is not actionable (*Matthew v. Crass, per curiam*, Cro. Jac. 325). (2) A. says of B. that he has had two illegitimate children. In consequence of this statement B., who is a married man, has a quarrel with his wife, and thinks himself "in danger to have been divorced," but the court is of opinion that this apprehension was ill-grounded. A.'s words are not actionable (*Randle v. Beal*, Cro. Jac. 473). (3) A. accuses B. of unchaste conduct. In consequence of the accusation B. loses an opportunity of making an advantageous marriage. A.'s words are actionable (*Anne Davies v. Gardiner*, Co. 4, 16b; *Matthews v. Crass, ubi sup.*). (4) A. says that B. is a person of immoral character, and "ought to be carted." If the charge is true, B. is liable to be carted. An action will lie at the suit of B. against A. for having used these words (*Hassell v. Capcot*, Viner's Abr., vol. 1, p. 396; *Riley v. Lewis, ibid.*). Now, it is on the two last of these illustrations that attention should be fixed. In the one, B. does in fact suffer special damage, but it is of a negative, and not a positive, character; B. has only an expectancy of the advantage whereof she or he is deprived by A.'s accusation. In the other case, B. suffers no actual damage whatever. The doctrine established by those cases, which may be considered as cases of slander of *title to character*, was that actual damage to an expectant interest or present liability to temporal penalties would support an action for damages on the case.

2. We turn now to slander of *title to real property*, and find at once two leading doctrines deducible from, and in all probability historically connected with, the older case law. (1) A. is heir apparent to B., who is seised in fee of certain lands, which he intends to permit to descend upon A. C. says of A. "he is a bastard." Upon these facts the question arises whether A. can sue C. for slander of title. After a short period of judicial uncertainty and difference of opinion (*Mich. 3 Jac. B. R., per curiam*) this question was emphatically answered in the affirmative (*Humphreys v. Stanfield*, Cro. 469; *Vaughan v. Ellis*, Cro. Jac. 213; *Banister v. Banister*, 4 Co. 17); "and it may now be taken as decided that the law gives an action for *but a possibility of damage* . . . (by) calling an heir bastard" (*Turner v. Sterling*, 2 Vent. 26). In this class of cases we have the following elements of which the origin is obvious: an expectant interest and the possibility of injury thereto, but no actual present damage. (2) A. has lands by descent in possession. B. says of A. "he is a bastard." (a) No damage of any kind follows B.'s statement; (b) A. is put to great expense in defending his in-



heritance, in consequence of A.'s language. In the former case an action for slander of title does not, in the latter case it does, lie (*Cf. Elborow v. Allen*, Cro. Jac. 642). The ratio decidendi of these cases is well stated by Mr. FOLKARD (*Slander and Libel*, p. 131): "Where lands have already descended to the heir, to call him 'bastard' can work little prejudice: the false imputation cannot divest the estate though it may involve the owner in litigation, for which special damage he is entitled to his remedy; but reflections of this nature when cast upon an heir apparent may produce consequences infinitely more serious, for they may induce the ancestor to disinherit the progeny which he conceives to be spurious. In the former case the evil resulting from the slander can be but slight and temporary, in the latter it may prove utterly irremediable." It is to this period in the history of the action for slander of title that we owe the doctrines that falsehood and malice in the defendant must be both averred and proved by the plaintiff (*Pater v. Baker*, 3 C. B. 869), and that an erroneous but *bona fide* assertion by the defendant of title in himself is not actionable.

3. The next point of importance in the history of this branch of the law is that which relates to slander of title to patents. This question seems to have been raised for the first time in 1869. In that year it was held by the Court of Queen's Bench, in *Wren v. Wield* (L. R. 4 Q. B. 730), that an action for slander of title to letters patent would not lie unless the plaintiff affirmatively proved that the defendant's claim was not a *bona fide* claim in support of a right which, with or without cause, he fancied he had, but a *malâ fide* and malicious attempt to injure the plaintiff by asserting a claim of right against his own knowledge that it was without any foundation. This view of the law was subsequently affirmed by JESSEL, M.R., and by the Court of Appeal in *Halsey v. Brotherhood* (1880-1881, L. R. 15 Ch. D. 514, 19 Ch. D. 386). In *Rollins v. Hinks* (1872, L. R. 13 Eq. 355) and *Azmann v. Lund* (1874, L. R. 18 Eq. 330) it was held by BACON, V.C., that a patentee is not entitled to publish statements of his intention to institute legal proceedings if he has no *bona fide* intention to follow up his threats. This statement of the law was rejected by JESSEL, M.R., in *Halsey v. Brotherhood*; but it received legislative sanction in section 32 of the Patents Act of 1883. Under that section the *bona fides* of a patentee threatening legal proceedings or liability is no longer material if (a) the acts of the plaintiff are not in fact an infringement of his rights, and (b) he fails with due diligence to commence and prosecute an action for infringement.

4. The last point requiring notice in this general historical survey is slander of title to trade character, of which *Western Counties Manure Co. v. Lawes' Chemical Manure Co.* (L. R. 9 Ex. 218) and *Thorley's Cattle Food Co. v. Massam* (14 Ch. D. 764) are the *loci classici*. Briefly and very generally stated, the principle established by those cases was that to publish of a tradesman, falsely and without lawful occasion, that the goods sold by him are inferior in quality to similar goods sold by his rival is actionable if followed by special damage.

We have now traced the historical development of the law of slander of title. In a second and concluding paper we shall attempt to define and illustrate its present position.

The forty-sixth annual issue of the *Lawyers' Companion* and *Diary* and *London and Provincial Law Directory* for 1892, edited by Mr. E. Layman, B.A., Barrister-at-Law (Stevens & Sons, Limited; Shaw & Sons), has reached us. The portion of the work as to stamp duties has been revised with reference to the recent Act, and the Rules of the Supreme Court of June, 1891, are inserted. The other well-known features appear to be well kept up.

The judicial business of the House of Lords (sittings for judicial business during the prorogation) was resumed on Thursday. The present list consists of 26 cases, of which 17 are English, 2 are Irish, and 7 are Scotch appeals.

At the Lord Mayor's banquet on Monday the Lord Chancellor is reported to have said:—"There is one subject which may be supposed to be more within my department—namely, the alteration of the state of the law which, to my belief, is a standard of civilization. I think you may be sure that some such alteration will form a part of the Ministerial programme. I refer to that state of the law which prevents the truth being known by excluding people from the witness-box. In civil and in criminal cases my belief is that what we want is light, more light, and not the 'darkness visible,' which is rendered possible by a technical system excluding anybody who knows anything about the facts from the opportunity of stating what is the truth."

## A READING OF THE NEW STATUTES.

The Elementary Education Act, 1891 (54 & 55 Vict. c. 56).

This Act, which will long be remembered as having been at first misprinted in a manner which we have already noticed (see 35 SOLICITORS' JOURNAL, 741), came into operation on the 1st of September last, having received the royal assent on the previous 5th of August, and being subject to regulations of the Education Department, which were not issued till the 26th of that month. Shortly put, its effect is to give out of the public exchequer, to such managers of public elementary schools as are willing to receive it, a grant in aid of the cost of education at such schools, and to abolish or put a limit to "school pence" in all schools the managers of which are willing to receive the grant. The amount of the grant is to be "at the rate of ten shillings a year for each child of the number of children over three and under fifteen years of age in average attendance" at the school, and the time and manner of it are prescribed by the regulations of the Education Department. There is no period within which the managers must signify their willingness to accept the grant, and the result is that they may signify such willingness at any period, however distant from the passing of the Act. Nor is there any prescribed form of acceptance of the grant, and perhaps difficulties may still arise from managers being divided as to whether it ought to be accepted or not, though we have not heard of any having actually arisen, probably because the vast majority of managers hastened to accept the gift horse without looking at its mouth. The ten shillings a year is believed to be (see Steinthal's edition of the Act, at p. 33) "very nearly the average amount of the annual fees paid by scholars for the whole country." But no hard and fast rule of free education is to be laid down. It is expressly provided, by section 4 of the Act, that the Education Department, "if they are satisfied that sufficient public school accommodation, without payment of fees, has been provided for a school district, and that the charge or increase of school fees is required owing to a change of population, or will be for the benefit of the district, may from time to time approve such charge or increase of fees" up to sixpence a week for each child. On the other hand, by section 5, the same Department, on being satisfied, after inquiry, that there is an insufficient amount of free education provided for any district, may direct the deficiency to be supplied in the manner provided by sections 9 and 10 of the Elementary Education Act, 1870, that is, by causing a school board, charged with the duty of supplying the deficiency, to be formed forthwith. It only remains to mention, as shewing that free education is not entirely new to the statute book, that section 26 of the Act of 1870, which has for more than twenty years enacted that school boards might provide entirely free schools on satisfying the Education Department that on the ground of the poverty of the inhabitants of the school district it was expedient, is repealed by section 11 of the present Act.

## REVIEWS.

### TRADE-MARKS.

TRADE-MARKS: THEIR REGISTRATION AND PROTECTION IN THE UNITED KINGDOM AND ABROAD; ALSO THE MERCHANDISE MARKS ACT, 1887. By JOSEPH SEYMOUR SALAMAN, Solicitor and Patent Agent. Kegan Paul & Co.

This little book ought properly to be described as "Hints to Trade-Mark Owners, by a Practical Man." Mr. Salaman has probably an experience of the conduct of trade-mark cases not inferior to that of any man, and is, therefore, well able to judge of the kind of information which is most likely to be useful to laymen. To lawyers his book is admittedly not addressed, though even these will find between its covers a useful outline of the main questions which arise with respect to trade-marks. The principles laid down appear to be enunciated with reasonable accuracy, though occasionally some little want of precision is noticeable. Thus it is stated that the word "Alpine," registered for embroidery, was taken off the register on account of descriptiveness, whereas, in fact, the registration was allowed. The decision was, no doubt, afterwards questioned in the Court of Appeal, and in all probability would not stand at the present day, so that no one could be led astray by the reference to the case, but all the same it is not accurate. Again, Mr. Salaman says that in the "Cavite" case Mr. Justice Kay followed the decision in the "Melrose" case, whereas, in fact, not only was the one mark allowed and the other disallowed, but, what is more important, the one was a case of a "special or distinctive word" used as a trade-mark before 1875, and the other was the case of a "fancy word" adopted after that date, so that the words belonged to quite different classes of trade-marks, to which entirely different considerations have been held to apply. We hardly think that the distinction between old word marks, words claimed as "fancy words" under the Act of 1883, and words claimed under the

new phraseology of the Act of 1888, is so clearly pointed out as it should have been. Again, the language in which British India is referred to at page 195 naturally implies that in that dependency of the Crown the rights of a manufacturer in his trade-marks are not recognized, whereas, in point of fact, although there is no system of registration there, infringement is punishable both civilly and criminally. We only refer to these matters for the purpose of securing their correction in a second edition, and not to detract from the undoubted merit of the book.

#### COPYRIGHT, PATENTS, AND TRADE-MARKS.

COPYRIGHT, PATENTS, DESIGNS, TRADE-MARKS, &c. A MANUAL OF PRACTICAL LAW. By W. A. BEWES, LL.B., Barrister-at-Law. A. & C. Black.

This is a treatise of a semi-popular character. Criticism is to a great extent disarmed by the statement in the preface, that "the author is conscious that the book is open to criticism, as well on account of what it omits as of its inclusions; but in writing, under somewhat strict conditions, a volume that is intended to be very concise, and, as far as the subjects permit, of a popular nature, it is impossible to fulfil the requirements of every critic, or even of the author himself. Some will, no doubt, object to the meagre reference to points of practice, others, that practice should have been wholly excluded. A similar difference of opinion will manifest itself regarding the citation of cases." The task which the author had therefore set before him was to write under strict conditions—presumably imposed by the publishers—a popular work, which was to be very concise, on several topics, each of which was sufficient to occupy a large volume. Looking at the matter from a purely professional point of view, we hold the opinion that what is wanted by a professional inquirer is a book as complete as it can be made, and that a book written under such conditions as the present cannot be of much assistance to him. It is not possible in 350 small-sized pages of large type, many of which are occupied by forms and index, to give more than a sketch of such subjects as copyright, patents, and trade-marks. Moreover, the abundant case-law on these subjects is very inadequately represented by the list of less than 300 decisions contained in the table of cases. In saying this, however, we have no intention of finding fault with the author, whose work had to be executed under conditions which were incompatible with the production of a book of much professional value. Looking at the book as one primarily addressed to the public, we are glad to be able to say that the author has succeeded in setting out, in the limited space allowed to him, a good deal of sound law, sufficient, probably, to make an intelligent reader understand the risks incurred by acting without professional assistance.

#### THE MAYBRICK CASE.

THE MAYBRICK CASE. A Treatise by ALEX. WILLIAM MACDOUGALL, Barrister-at-Law. Ballière, Tindall, & Cox.

That the evidence against Mrs. Maybrick was not absolutely conclusive, and that, regard being had to such cases as that of Eliza Fenning, the commutation of her sentence was a wise exercise of the royal prerogative, most people are prepared to admit. Mr. Alexander Macdougall is not satisfied, however, with these concessions. He is profoundly convinced that Mrs. Maybrick is an innocent, and, therefore, injured, woman, and he invites such of his readers as may rise from a perusal of this bulky volume with the same conviction to aid him in carrying out the following modest programme:—(1) Mrs. Maybrick's release from prison as a matter of right and as an acknowledged innocent woman; (2) The removal from office of all those who can be shewn by their unconstitutional conduct to have been responsible for the miscarriage of justice which has taken place; (3) The bringing to justice any persons who can be shewn to have recklessly and maliciously put the charge of murdering her husband upon Mrs. Maybrick." We shall give our readers two specimens of Mr. Macdougall's controversial methods:—(1) Dealing with the Brierley incident and the famous letter, in which Mrs. Maybrick wrote to her lover that her husband was "sick unto death," Mr. Macdougall says (p. 535):—"My readers will . . . not think that her conveying such an idea to Brierley would furnish any attraction to him not to desert her. Neither Brierley nor any other man, I take it, would consider that a woman who would poison anyone she wanted to get rid of would be a desirable wife." These observations seem to shew that Mr. Macdougall has still to learn what significance the Crown attached to the letter in question. (2) At the commencement of his charge to the jury, Mr. Justice Stephen said that the evidence had been somewhat confusing, and that he would therefore go through it just as it had been given. Mr. Macdougall (pp. 65, 66) accuses Mr. Justice Stephen of having shirked his duty by taking this course. "I will venture to say," he observes, "that the whole records of summings up in criminal trials of the Bench of England would be searched in vain for any such

shirking by any judge at a criminal trial of any labour, however enormous." It is obvious, however, that the learned judge (who never shirked labour or duty in his life) was animated solely by a desire that no part of the evidence should be overlooked, and the course that he adopted was both usual and proper. Mr. Macdougall has a fancy for *obiter dicta*; we recommend him to study and to practise the favourite maxim of Lord Abinger—"Always understate your case."

#### UNSOUNDNESS OF MIND.

ON UNSOUNDNESS OF MIND, IN ITS LEGAL AND MEDICAL CONSIDERATIONS. By J. W. HUME WILLIAMS, Barrister-at-Law. SECOND EDITION. Clowes & Sons (Limited).

This work, now in its second edition, is founded on two prize essays written by the author some years ago. In spite of this somewhat unpopular origin (a prize essay being, with many people, a synonym for immaturity), and in spite of the intrinsic difficulty of welding two distinct and isolated articles into a coherent whole, Mr. Hume Williams has produced an excellent piece of literary workmanship. He represents the most advanced and best school of medico-legal opinion. He neither is trammelled, on the one hand, with too great a regard for the old legal tests of lunacy, nor does he, on the other hand, see insanity in every form of human idiosyncrasy or vice. All varieties of mental disorder find a place in this volume. The *causes célèbres* of lunacy are described with a light, clear, and sometimes playful touch; and the new evangel of alienism, which proclaims that the true test of insanity is "to compare a man with himself," is efficiently preached.

#### BOOKS RECEIVED.

The Married Women's Property Acts, 1870, 1874, 1882, and 1884. By ARCHIBALD BROWN, M.A., B.C.L., Barrister-at-Law. Being the Sixth Edition of the Married Women's Property Acts, by the late J. R. GRIFFITH, B.A., Barrister-at-Law. Stevens & Haynes.

The Statutes of Practical Utility in the Civil and Criminal Administration of Justice passed in 54 & 55 Victoria (1891). By J. M. LELY, Esq., Barrister-at-Law. Vol. 3. Part I. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Statutory Rules and Orders, other than those of a Local, Personal, or Temporary Character, issued in the year 1890. And an Index. Published by Authority. Her Majesty's Stationery Office.

Index to the Statutory Rules and Orders in force on 1st January, 1891. Published by Authority. Her Majesty's Stationery Office.

A Handy Book of the Law of Trustees, their Duties and Liabilities, with the New Rules as to Investments and the Trustee Acts, 1888 and 1889. By R. DENNY URLIN, Barrister-at-Law. New and Revised Edition. Effingham Wilson & Co.

#### CASES OF THE WEEK.

##### Court of Appeal.

MOIR v. WILLIAMS—No. 1, 10th November.

METROPOLITAN BUILDING ACT, 1855 (18 & 19 VICT. c. 122)—SURVEYOR'S FEES—"BUILDING"—SEPARATE SETS OF CHAMBERS.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Mathew, J.) Messrs. Moir had erected on certain land belonging to them at Kensington a block seven stories in height which consisted of fourteen separate flats or sets of chambers. There was only one entrance to the street, and only one staircase, but each set of chambers had an entrance door giving access to the staircase and entrance. The sets of chambers were intended to be separately occupied, and they were, in accordance with the Metropolitan Building Act, 1855, divided from each other horizontally by party arches and fireproof floors, and vertically by party walls. Mr. Williams was the district surveyor for Kensington, and as such it became his duty to survey Messrs. Moir's buildings. He claimed to be entitled to treat the sets of chambers as separate buildings, and charged a fee in respect of each. On the other hand Messrs. Moir contended that the whole block formed only one building, and that Mr. Williams was only entitled to one fee in respect of the whole. The matter came before the magistrate at the West London Police Court. He decided in favour of the surveyor's contention, but stated a case for the opinion of the court. The Queen's Bench Division reversed the decision of the police magistrate, holding that the building in question was only one building, and that the surveyor was only entitled to one fee in respect of it. The surveyor appealed.

THE COURT (Lord Esher, M.R., and Fry and Lopes, L.JJ.), dismissed the appeal.

Lord Esher, M.R., said that the appellant was a district surveyor, whose duty it was to survey buildings, not on his own behalf, but on behalf of a public body; and he was only entitled to charge for his work the fees prescribed by the Act of Parliament. By section 49 of the Metropolitan



Building Act, 1855 (18 & 19 Vict. c. 122), it was enacted that there should be paid to the district surveyors in respect of the several matters specified in the first part of the second schedule the fees therein specified. Turning to the first part of the second schedule the fees were set out as so much for "every building." The question, therefore, was what was meant by that word "building." Unless there were something in the Act to extend or alter its meaning it must be given its ordinary and usual signification, namely, a block of brickwork or stonework covered in by a roof. That this was the meaning of the word "building" as there used seemed clear from section 51, which provided for the fees of the surveyor being payable one month after the roof of any building surveyed by him had been covered in. But it was contended that the meaning of the word was altered throughout the Act by section 27, which in sub-section 2 provided that separate sets of chambers or rooms tenanted by different persons should, if contained in a building of a certain size, be deemed to be separate buildings. But when section 27 came to be examined it appeared to be merely a set of rules as to the separation of buildings and the limitation of their areas. It was, therefore, plain that, so far from that sub-section affecting the whole Act, it only referred to the particular section of which it formed part, and it provided that for the purposes of that section, i.e., for the purposes of the separation of buildings in the way there enacted, sets of chambers should be deemed to be separate buildings. Therefore there was nothing in the Act to prevent the word "building" from being given its ordinary meaning, and the appellant was only entitled to one fee in respect of the whole.

FRY, L.J., concurred. It was plain that this block of flats would be spoken of by ordinary people as a building in the singular number. It was said that section 27 (2) was an authority for saying that it was really fourteen separate buildings. But not only was that provision only inserted for the particular purposes of that section, but if an attempt were made to apply it as an interpretation of the word "building" throughout the Act it hopelessly broke down. What, for instance, became of the staircase, as to which certain duties were imposed on the surveyor by the Act, if this was not one, but fourteen separate buildings? It was plain that the staircase was in such a case not included in any building at all. Again, as to the period fixed by section 51 for the payment of the fees. How could that be ascertained in the case of each of the fourteen flats, when only one roof covered in the whole building? It was clear that the proviso of section 27 (2) was intended not to apply to the whole Act, but only to that particular section.

LOPES, L.J., concurred.—COUNSEL, *Sir R. E. Webster, A.G., and A. J. Ram; Finlay, Q.C., and Morten.* SOLICITORS, *Foster & Spicer; R. J. Bowerman.*

[Reported by A. P. PERCEVAL KEEPE, Barrister-at-Law.]

*Ex parte PORTINGELL*—No. 1, 9th November.

LICENSING ACTS—LICENCE—RENEWAL—SERVICE OF NOTICE OF OPPOSITION—PERSONAL SERVICE—LICENSING ACT, 1872 (35 & 36 Vict. c. 94), s. 42.

Motion *ex parte*, by way of appeal from the Queen's Bench Division, for a rule *nisi* for a *mandamus* to the justices of Glamorganshire at quarter sessions to hear and determine an application for the renewal of a licence. The applicant, who was the holder of a licence, applied at the general annual licensing meeting for a renewal of his licence. An objection having been taken to the renewal, the applicant contended that the justices had no jurisdiction to entertain the objection, as a written notice of intention to oppose the renewal had not been served upon him personally as required by section 42 of the Licensing Act, 1872. The justices, however, heard the objection and refused the renewal. The applicant appealed to quarter sessions, the ground of appeal being that the justices had no jurisdiction to hear the objection. It appeared that written notice of an intention to oppose the renewal of the licence had been left with a boy at the applicant's licensed house, and the quarter sessions came to the conclusion upon the evidence that this notice had come to the hands of the applicant more than seven days before the general annual licensing meeting, and held the service sufficient, and affirmed the decision refusing the renewal. The Divisional Court (Mathew and A. L. Smith, JJ.) refused a rule *nisi* for a *mandamus* as above. The applicant thereupon moved the Court of Appeal.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) refused to grant a rule *nisi*.

LORD ESHER, M.R., said that the argument must go to this length, that though the notice was handed to a servant at the licensed house, and the servant took it immediately to his master, that would not be good service within section 42 of the Licensing Act, 1872. In *Reg. v. Freeman of Leicester* (15 Q. B. 671), where the court decided that actual personal service was not necessary, Lord Campbell said that "in general, when personal service is required by an Act, it is so said in express terms." That rule of interpretation was a good one, and ought to be applied here. Section 42 said that the notice must be "served on" the person. The statute in that case said that the notice must be "given or delivered unto" the person. The two expressions were substantially the same. Therefore actual personal service in the sense contended for was not necessary. That being so, as the justices had found as a fact that the notice had come to the hands of the applicant within the proper time, and as that finding could not be questioned, the application must be refused.

FRY and LOPES, L.JJ., concurred.—COUNSEL, *J. Paterson.* SOLICITORS, *Riddell, Vaisey, & Co., for J. H. Jones, Cardiff.*

[Reported by W. F. BARRY, Barrister-at-Law.]

*BIRD v. BARSTOW*—No. 1, 9th November.

MARRIED WOMAN—ACTION AGAINST—APPLICATION FOR JUDGMENT UNDER ORDER 14—LEAVE TO DEFEND ON PAYING MONEY INTO COURT—RIGHT OF PLAINTIFF TO THE MONEY ON OBTAINING JUDGMENT.

Action upon a covenant by the defendant to pay to the plaintiff £500.

At the date of the covenant the defendant was a married woman, but at the time the action was brought her husband was dead. Upon an application for judgment under order 14, the defendant obtained leave to defend upon paying £500 into court, which sum she paid in. At the trial the plaintiff proved that the defendant was possessed of separate estate not subject to a restraint on anticipation at the time she entered into the covenant. Charles, J., who tried the case without a jury, gave judgment for the plaintiff in the form settled in *Scott v. Morley* (36 W. R. 67, 20 Q. B. D. 120), at the same time directing an inquiry before the master whether the defendant had now any, and what, separate property, and whether the same or any part thereof was subject to a restraint on anticipation; and directing the £500 to remain in court pending the inquiry. The plaintiff appealed, contending that he was entitled to have the £500 paid out to him.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) allowed the appeal.

LORD ESHER, M.R., said that the defendant obtained leave to defend upon condition of paying £500 into court. The object and meaning of that order was to give security to the plaintiff in case he succeeded in the action. The defendant did not appeal from that order, but accepted it, and paid £500 into court. The condition upon which she paid that money in was that the court should hold it for the plaintiff if he succeeded in the action. The defendant could not now be heard to say that this money was not available to satisfy the plaintiff's judgment. The court would not make any inquiry, but would order it to be paid out to the plaintiff. The case was not governed by *Pelton v. Harrison* (39 W. R. 689; 1891, 2 Q. B. 422), as in that case no money had been paid into court under order 14. The £500 must therefore be paid out to the plaintiff.

FRY, L.J., concurred. The money was paid into court to abide the event of the action, and the court could not now, when the event had been decided against the defendant, listen to any argument to shew that the money was not available to satisfy the plaintiff's claim. In substance the defendant purchased the right to defend the action by paying the money into court, and she could not now be heard to say that the money was of no value to the plaintiff.

LOPES, L.J., concurred.—COUNSEL, *McCall, Q.C., and Guiry; Godefroi.* SOLICITORS, *Taylor, Stileman, & Underwood; Valsey, Chaplin, & Peckham.*

[Reported by W. F. BARRY, Barrister-at-Law.]

*Re SARTORIS, SARTORIS v. SARTORIS*—No. 2, 11th November.

WILL—CONSTRUCTION—DETERMINABLE LIFE INTEREST—RECEIVING ORDER—BANKRUPTCY ACT, 1883 (46 & 47 Vict. c. 52), ss. 9, 70.

This was an appeal from a judgment of Chitty, J. The testator directed his trustees to pay the income of his residuary estate to his son, A. C. F. Sartoris, during his life, or until he should assign, charge, or otherwise dispose of the said income, or some part thereof, or become bankrupt, "or do or suffer something whereby the said income, if belonging to him absolutely, would become payable to or vested in some other person," and on the determination of this trust, then over upon certain other trusts. In November, 1890, a receiving order was made against A. C. F. Sartoris, but no further steps had at present been taken upon this. The trustees had retained the income since the date of the order, on the ground that the gift over had taken effect by virtue of it.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) held (affirming the decision of Chitty, J.) that the life interest had determined in consequence of the receiving order having been made, under which the income was no longer "payable to" the son; the appointment of a receiver operating in equity as an injunction, and preventing a debtor from collecting debts.—COUNSEL, *C. A. James; L. H. Jenkins; Woolf, Q.C., and Ringwood.* SOLICITORS, *Ramsden & Co.; Oliver Green.*

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

*Re HURST, ADDISON v. TOPP*—No. 2, 6th November.

PRACTICE—PARTY APPEARING IN PERSON—NEXT FRIEND OF INFANTS.

In this appeal in a complicated administration action, the next friend of infants desiring to argue in person, counsel for the defendant submitted the question whether he could do so to the court.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) said this was quite a new point, and, addressing the next friend, directed him to communicate with the official solicitor, that he might look into the matter and report to the court, so that the interests of the infants should be protected. Later in the day it was intimated that in consequence of this course counsel would be instructed on behalf of the infants, and the case be restored to the paper when both parties were ready.—COUNSEL, *Sir H. Davey, Q.C., and Upjohn.* SOLICITORS, *J. D. Peard; Johnson, Weatherall, & Sturt, for W. H. Hewitt, Manchester.*

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

## High Court—Chancery Division.

*Re ROBINSON, WRIGHT v. TUGWELL*—North, J., 3rd November

WILL—GIFT TO CHARITY—CONDITIONS.

Testatrix by her will made the following bequest:—"And I further direct that the residue of my personal property and estate, so far as I may bequeath by law for charitable objects and purposes, shall be divided and paid equally among the following societies or objects—namely, £1,500 towards an endowment for a proposed Evangelical church at Bourne-mouth, to be placed in Peache Trust and Disney Robinson Advowson, provided conditions as laid down for Christ Church, Paignton, are carried out in

every particular, which Colonel Wright fully understands, and under this stipulation alone is my executor empowered to pay it." An order was made for the administration of the estate. The chief clerk, by his certificate, in answer to special inquiry, found that the conditions were, *inter alia*, that the services of the new church should be in accordance with the wishes of the testatrix as expressed in a letter in which, together with several other stipulations, she made it an abiding condition that the black gown should be worn in the pulpit, unless there should be an alteration in the law rendering it illegal. The money was not to be paid till the church was consecrated. The church had been built and licensed, but not consecrated, and an incumbent appointed. On further consideration, it was contended for the next of kin that the gift failed, being subject to a continuing condition impossible of fulfilment, neither the Ecclesiastical Commissioners nor any other body being able to accept it subject to the condition. For the church it was argued that the gift, being subject to a condition precedent and impossible, took effect without the condition.

NORTH, J., held that he could not accede to either argument. Neither was the condition illegal. There was an abiding condition. The court would see that the condition did not fail, and would direct the fund to be placed to a separate account, and, upon the church being consecrated, the income to be paid to the incumbent so long as he appeared to fulfil the conditions, with liberty to all interested persons to apply.—COUNSEL, *Everitt, Q.C.*, and *W. Morhead; Seward Brice, Q.C.*, and *Diddin; Cozens-Hardy, Q.C.*, and *Fernon Smith; S. Hall, Q.C.*, and *A. Bailey; P. M. Walters; T. Rolls Warrington; D. Sturges; Dundas Gardner; Prior.* SOLICITORS, *Bridgman & Willocks; Paterson, Snow, Bloxam, & Kinder; Baileys, Shaw, & Gillett; Walters, Devereux, & Co.; Jenkinson, Owens, & Co.; Bell & Amos.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**Re DYSON'S TRADE-MARK**—North, J., 6th November.

PRACTICE—ORIGINATING MOTION—DISCONTINUANCE—COSTS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 90—R. S. C., XXVI., 1.

This was an application for costs, as of an abandoned motion, of an originating motion under section 90 of the Patents, Designs, and Trade-Marks Act, 1883, which was subsequently discontinued, and for the costs of the present application. On the 4th of August, 1891, A. Waterworth served upon S. Dyson and the Comptroller-General of Patents an originating notice of motion under section 90 of the Patents, Designs, and Trade-Marks Act, 1883, for the rectification of the register by removing therefrom a certain trade-mark registered in the name of S. Dyson. On the 4th of November, 1891, Waterworth served upon the same persons a notice that he wholly discontinued the originating motion. Dyson's solicitors replied that ord. 26, r. 1, did not apply to the case of an originating notice of motion, and that counsel would appear in court and ask for the costs. Counsel for Dyson now asked for costs both of the abandoned motion and of the present application; while for Waterworth it was argued that there was no necessity for the additional expense of bringing the matter into court, for Dyson could have had his costs taxed under ord. 26, r. 1, and paid without coming into court. "Plaintiff" in ord. 26, r. 1, includes, under section 100 of the Judicature Act, 1873, a person who seeks relief by way of originating motion, and "defendant" has a corresponding meaning; and "action" means "a civil proceeding commenced by writ or in such other manner as may be prescribed by rules of court," and therefore includes the procedure by way of originating notice of motion directed by section 90 of the Patents, Designs, and Trade-Marks Act, 1883, that direction being one of the rules by which the procedure of the court is governed. The expense of the present application was unnecessary, and therefore improper.

NORTH, J., doubted whether ord. 26, r. 1, did apply to the present case, or to any proceeding to which a defence could not be delivered, and allowed the costs of the present application, as well as those of the abandoned motion.—COUNSEL, *Israel Davis; Sebastian.* SOLICITORS, *Halse, Trustram, & Co.; Robins, Billing, & Co.*

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

**AUSTRALASIAN AUTOMATIC WEIGHING MACHINE CO. v. WALTER**—North, J., 27th October.

EXTENSION OF TIME FOR COMPLIANCE WITH ORDER—R. S. C., XLI., 5—ORDER MADE BY CONSENT.

This was a motion to extend the time for the defendant's compliance with an order of the 7th of August, 1891. The order, which was made in chambers on an application by the plaintiffs, and with the consent of the defendant, was that the defendant should, on or before the 31st of August, 1891, transfer to the plaintiff company or their nominees certain shares in the said company. The order was passed and entered, but had not been complied with. The order had not been served upon the defendant. It was sought to enlarge the time, limited by the order for the defendant to transfer the shares, to the 2nd of November, 1891, or four days after service of the order to be made on this motion.

NORTH, J., said that the order, not having been served on the defendant, could not be enforced, and refused to extend or alter an order made by consent, and without any evidence to support it. The order could not be altered without consent.—COUNSEL, *Boome and T. H. Dolbey; Eve.* SOLICITORS, *R. Jennings; Norris, Allens, & Chapman.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**Re ALLIANCE MARINE ASSURANCE CO. (LIM.)**—Kekewich, J., 7th November.

COMPANY—ALTERATION OF MEMORANDUM OF ASSOCIATION—SANCTION OF THE COURT—CONDITION—COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890, s. 1 (3), (5) (a).

This was a petition under the Companies (Memorandum of Association)

Act, 1891, for obtaining the confirmation of the court to resolutions passed to alter its deed of settlement. The deed of settlement, dated the 21st of June, 1825, provided that the objects of the company should be to grant or effect assurances on ships, goods, and merchandise at sea, or going to sea, and on freight, against the perils and dangers of the sea, and all other marine risks, and to lend money on bottomry and *respondentia*. By the resolutions it was resolved that the provisions of the deed of settlement should be altered so that the objects of the company should include the insurance of property against certain risks not mentioned in the deed of settlement; the insurance of persons on or about to proceed on voyages against death, injury, and accident; the insurance of maritime and other contracts of carriage and affreightment; the indemnification of shipowners and carriers by water against certain liabilities; and the insurance of property against fire in conjunction with sea or transit risks. It was shown that the businesses now proposed to be included in the objects of the company were businesses usually carried on by marine assurance companies of the present day.

KEKEWICH, J., said that he had no hesitation in making an order to enable the company to modify its deed of settlement. Sub-section 5 (a) of section 1 of the Act was the sub-section upon which he mainly based his decision, as what he was really doing in this case was to enable the company to carry on businesses not included in strictly marine assurance business, but which, under present circumstances, might conveniently or advantageously be combined with such business. In the case of *Re Foreign and Colonial Government Trust Co.* (1891, 2 Ch. 395) Stirling, J., in confirming a resolution passed under the Act, expressed his opinion that the title of the company ought to be changed, because the title would not indicate to the public the extended business which the company would be carrying on. In this case, too, the public would not know that the company was carrying on an extended business unless the name was changed. He would, therefore, make the order, subject to an alteration in the name of the company being made.—COUNSEL, *Warrington, Q.C.*; *H. S. Theobald.* SOLICITORS, *Waltons, Johnson, & Bubb.*

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

**Re THE GREAT NORTHERN SALT AND CHEMICAL WORKS (LIM.)**, *Ex parte FENWICK*—Stirling, J., 4th November.

COMPANY—WINDING UP—ALLEGED CONTRACT ENTERED INTO WITH DE FACTO DIRECTORS—CLAIM FOR DAMAGES—APPOINTMENT OF MANAGING DIRECTOR—SALARY—COMPENSATION—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 37, SUB-SECTION 2.

This was a claim in the winding up of the company brought by Mr. T. Fenwick, the promoter of the company, for breach of contracts alleged to have been entered into between himself and the company. The claim was for £76,992 10s., made up as follows:—(1) £10,000 for damages for breach of a contract alleged by the claimant to have been entered into between him and the company on the 29th of May, 1888, whereby the claimant agreed to sell to the company certain freehold land on the Haverton Hill Estate, near Middlesborough, Yorkshire, and to sink boreholes and to erect and supply machinery for raising 2,000 tons of salt per week, for the sum of £145,000, to be paid, as to £45,000, in cash by instalments; as to £50,000, in debentures of the company; and as to £50,000, in ordinary shares; and whereby it was agreed that Fenwick should be managing director of the company for five years at a salary of £750 per annum; (2) £50,000, the value of the debentures; (3) £13,042 10s., the amount of a dishonoured cheque drawn in favour of Fenwick; and (4) £3,750, damages for alleged breach of the agreement to employ Fenwick as managing director. The company was incorporated on the 22nd of April, 1888, with a nominal capital of £200,000, and with the object of acquiring the above-mentioned land and works at Haverton Hill, and of working the salt deposits there, and of carrying on the business of manufacturers of salt, soda, and other chemicals. It appeared from the evidence that at the date of the agreement of the 29th of May, 1888, Fenwick had no interest in the land agreed to be sold to the company, but had been in treaty for it, and on the 29th of June, 1888, he entered into an agreement with Messrs. Watson & Scrafton to buy the land in question for £21,000, to be paid partly in cash and partly by the issue of debenture bonds payable on certain dates. The agreement for the purchase of the lands fell through in consequence of the non-payment of the first two instalments, and was terminated by the vendors on the 14th of August, 1888, in pursuance of their power under the conditions of sale, and a subsequent tender by Fenwick was refused. There were no duly appointed directors until the 27th of July, 1888, but the seal of the company had been affixed to the agreement of the 29th of May, 1888, by certain *de facto* directors. On the 30th of July, 1888, a prospectus had been issued stating that the agreement of the 29th of May, 1888, had been entered into, and inviting subscriptions for debentures of the company, and in respect of such subscriptions cash to upwards of £21,000 came into the hands of the company. No shares were allotted until the 20th of August, 1888, and the company was in November, 1888, ordered to be wound up. The said sum of £21,000 was paid over to the liquidator, and was still held by him. The cheque for £13,042 10s. was, according to the view taken by the court of the evidence, given to Fenwick by the directors of the company upon his representation that he had entered into a concluded agreement with Messrs. Watson & Scrafton for the purchase of certain other lands for the company in lieu of those included in the agreement of the 29th of May, 1888. The cheque had been stopped by the chairman immediately upon discovering that no such concluded agreement had been entered into, and had been dishonoured. For the claimant it was contended that, although there was no properly constituted board of directors when the agreement of the 29th of May, 1888, was entered into, the reference in the prospectus issued by the properly constituted board of directors to this contract as existing, and



also certain resolutions passed by such board appointing Fenwick managing director, bound the company, although the seal of the company had not been affixed. On behalf of the liquidator it was contended that there was no sufficient memorandum in writing to satisfy section 37 of the Companies Act, 1867, and that, consequently, the claimant was not entitled to succeed.

STIRLING, J., after stating the facts, said that the sum of £10,000 was claimed for loss of profit. It was admitted that, on the principle of *Flureau v. Thornhill* (2 Wm. Blacks, p. 1078), damages for loss of profit could not be claimed under a contract for the sale of real estate; but, besides this, the claimant was not able to perform the contract on his part. This claim could not be allowed. As regarded the claim for £50,000, the value of the debentures, as these formed part of the price for the lands mentioned in the document of May 29, 1888, and as Fenwick was not able to convey them to the company, he could not recover any part of the price. As to the £21,000 which came to the hands of the company, the consideration for the alleged agreement of purchase by the company having totally failed, the company was entitled to retain that which, if it represented the price, it had never parted with. As to the dishonoured cheque for £13,042 10s., no contract binding the company to purchase any land of Wilson & Scrafton or anyone else had ever been entered into; the cheque was given improvidently and without consideration, and no claim whatever could be sustained in respect of it. The claim for damages for breach of an agreement to employ Fenwick as managing director was made upon the principle laid down in *Yelland's case* (L. R. 4 Eq. 350) and other cases which had followed it. In the opinion of the learned judge the deed of May 29, 1888, simply remained an offer on the part of Fenwick, and in order to bind the company by a contract it was necessary to show that this offer was considered and accepted by the duly-constituted directors acting as a board. There was no record in the minutes of this having been done. In support of his allegation that a contract had been entered into between him and the company that he should be managing director, Fenwick endeavoured to establish his title by the production of the document of May 29, 1888, to which the seal of the company appeared to be fixed. The directors were not, however, duly appointed until July 27, 1888, and the seal was affixed without proper authority by certain *de facto* directors. Fenwick, who was cognizant of the mode of appointment of these *de facto* directors, could not rely on anything done by them. On the principles laid down in *D'Arcy v. Tamar, &c., Railway Co.* (L. R. 2 Ex. 158) the company might successfully plead *non est factum* to any claim on the document of May 29, 1888, and consequently the claimant did not establish his case by producing the document in question. It was not suggested that the seal of the company was duly affixed to any agreement after July 27, 1888, but it was said that a contract was made binding the company by the acts of the directors subsequent to that date; and undoubtedly a company incorporated under the Companies Act might contract otherwise than under seal. It was said that a resolution, passed at a board meeting on July 30, 1888, which approved and ordered to be issued a prospectus containing a short statement of the agreement of May 29, 1888, and which was entered in the minute book and signed by the chairman, was an admission under the hand of the chairman that an agreement had been come to between the company and Fenwick, and that it satisfied the requirements of section 37 of the Companies Act, 1867. It did not appear, however, that the question of entering into a contract with Fenwick was on July 30, 1888, or, indeed, at any other time, considered by a duly constituted board of directors. In his opinion, therefore, Fenwick, on whom the burden of proof lay, had failed to establish that the alleged contract ever became binding on the company. It was said, however, that the case of *Jones v. Victoria Graving Dock Co.* (L. R. 2 Q. B. 314), shewed that such an entry in the minute book could be relied on by the claimant. In that case the minute which was signed by the chairman contained a record of a complete contract, and the sole question before the court was whether the minute was a memorandum such as to satisfy the Statute of Frauds. It was held that it was. In the present case the question of contract with Fenwick was not before the board; there was no intention on the part of the board to enter into any contract with Fenwick on July 30; and it did not appear to his lordship that the minute of that date satisfied the requirements of sub-section 2 of section 37 of the Companies Act, 1867. In his judgment, therefore, the whole claim failed, and must be disallowed with costs.—COUNSEL, Buckley, Q.C., and Boome; Hastings, Q.C., and Bramwell Davis. SOLICITORS, A. Pulbrook; Trinders & Capron.

[Reported by W. A. G. Woods, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**RADCLIFFE v. BARTHOLOMEW**—9th November.

TIME, COMPUTATION OF—"WITHIN ONE CALENDAR MONTH"—12 & 13 VICT. c. 92, s. 14.

This was a case stated by the justices of the county of Southampton under 20 & 21 Vict. c. 43 for the purpose of obtaining the opinion of the court on a question of law. At a petty sessions held at Andover, in the county of Southampton, on the 17th of July, 1891, an information was preferred by the respondent, Abraham Bartholomew, against the appellant, Charles James Radcliffe, charging him, under 12 & 13 Vict. c. 92, s. 2, with illtreating certain sheep. At the hearing the appellant raised the preliminary objection that the information was not laid within one calendar month of the commission of the alleged offence, as required by 12 & 13 Vict. c. 92, s. 14. The offence was stated to have been committed on the 30th of May, and the information laid on the 30th of June. The

justices were of opinion that, in computing the calendar month, the day on which the cause of complaint arose should be excluded, and that, therefore, the information was in time. On the application of the appellant the justices stated a case for the opinion of the court.

THE COURT was of opinion that the justices were right, and dismissed the appeal.

WILLS, J., said: We are of opinion that in computing the one calendar month within which the statute requires the proceedings to be taken the day on which the alleged offence was committed should be excluded. The law is settled by the cases of *Hardy v. Ryle* (9 B. & C. 608), and *Williams v. Burgess* (12 A. & E. 635). In the former case the facts were very similar to the present, except that the proceedings there were civil, whereas in the present case they are criminal. It is true that in *Young v. Hygon* (6 M. & W. 49) Parke, B., criticizes the reasoning by which *Hardy v. Ryle* is supported, but he does not suggest any doubt as to the correctness of the conclusions arrived at. It has been contended by the counsel for the appellant that in interpreting words in statutes relating to the time within which proceedings are to be taken the law draws a distinction between criminal and civil cases; but no authority can be found for making such a distinction, and I think great mischief would result if the same words were to be differently construed in statutes dealing with criminal and civil procedure.

LAWRANCE, J., concurred. Appeal dismissed. Case remitted to justices.—COUNSEL, Foote; COLAM. SOLICITORS, Wainwright & Baillie, for Howard, Weymouth; A. Leslie.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**HORNSEY v. RAGGETT**—30th October.

BETTING—ROOM USED FOR PURPOSE OF BETTING—BETS MADE BY BOOKMAKER IN BAR OF PUBLIC-HOUSE—LIABILITY OF KEEPER OF PUBLIC-HOUSE—16 & 17 VICT. c. 119, s. 3.

This was a case stated by a metropolitan police magistrate under 20 & 21 Vict. c. 43, and the Summary Jurisdiction Act, 1879. An information was laid by George Hornsby, an inspector of police, charging that the respondent, Frank Raggett, being the occupier of a certain house, did, on the 25th of April, 1891, unlawfully, knowingly, and wilfully permit the same to be used by other persons, whose names were unknown, for the purpose of betting with persons resorting thereto, contrary to section 3 of 16 & 17 Vict. c. 119. It appeared that the respondent was the occupier and keeper of a licensed beerhouse called "The Chimes," situate in Woollett-street, Poplar. On the 25th of April, and on four other days immediately prior thereto, a person who was described as a professional betting man, or bookmaker, and his clerk were in the bar and tap-room of the said beerhouse for the purpose of betting, and did there bet with persons resorting thereto upon certain events and contingencies of, and relating to, certain horse races. The respondent was in the bar. Neither the bookmaker nor his clerk occupied any specific place in the said bar or tap-room, which were public rooms, and no evidence was given to shew that the bookmaker or his clerk had any interest or property in the said premises, or any part thereof, or in the keeping, management, or tenancy thereof, or of the said bar or tap-room, or used any part of the said house except the tap-room and the public portion of the bar, and they used them not exclusively, but in common with the ordinary customers of the house and the public thereto resorting. The magistrate found as a fact that the bar and tap-room of the said beerhouse were used by the bookmaker and his clerk for the purpose of betting with persons resorting thereto, and of receiving money as the consideration for an agreement, express or implied, to pay money on events or contingencies relating to horse races, and that the respondent knew of and permitted such user. It was thereupon contended on the part of the respondent that the said user by the bookmaker and his clerk did not constitute an offence by the bookmaker or his clerk within the meaning of 16 & 17 Vict. c. 119, ss. 1, 3, by reason of the decisions of *Whitehurst v. Fincher* (54 J. P. 565) and *Snow v. Hill* (33 W. R. 475, 14 Q. B. D. 588), and that therefore the respondent had not committed any offence against sections 1 and 3 of the said Act by permitting such user. It was contended for the prosecution, firstly, that the bookmaker, upon the facts found, had committed an offence within the said sections by reason of the decisions in *Eastwood v. Miller* (22 W. R. 799, L. R. 9 Q. B. 440), *Haigh v. Corporation of Sheffield* (23 W. R. 547, L. R. 10 Q. B. 102), and *Slatter v. Bailey* (37 J. P. 262); and, secondly, that the respondent, upon the true construction of the said sections, and upon the facts found, was guilty of the offence charged in the information in permitting the bookmaker to use the said premises for the purpose of betting with persons resorting thereto, even if the bookmaker was not himself guilty of an offence under the said sections. The magistrate was of opinion that by reason of *Whitehurst v. Fincher* and *Snow v. Hill* the bookmaker could not have been convicted of an offence under the said sections, and that consequently it was not an offence against the said sections for the respondent to permit the bookmaker to use the said beerhouse in the manner described. He therefore dismissed the information, but on the application of the inspector of police stated this case. It was now argued in support of the appeal that the facts as found by the magistrate shewed clearly that the respondent had committed an offence within section 3. The bookmaker had used the room for the purpose of betting with persons resorting thereto, and the respondent had permitted such user. It was not necessary that the bookmaker should have any interest in the house. The cases on which the magistrate had relied were distinguishable. On behalf of the respondent it was argued that the intention of the Act was to suppress betting houses, and put a stop to betting which went on in such houses. The Act did not mean that to make a bet or to make several bets in any place was an offence. What the bookmaker did was not illegal; neither was the permitting him to do it illegal. The bookmaker

had no interest in the room, or in any part of it, nor did he occupy any specific part of it; and therefore the appellant failed to bring the case within the decisions in which it had been held that there ought to be a conviction: *Gallaway v. Maries* (30 W. R. 151, 8 Q. B. D. 275).

THE COURT (MATHW and A. L. SMITH, JJ.) held that the respondent ought to have been convicted, and ordered the case to go back to the magistrate.

MATHW, J., said that the facts brought the case dead within section 3. The respondent, being the occupier of a room, knowingly permitted the same to be used by the bookmaker for the purpose of betting with persons resorting thereto. The section did not say the room was to be exclusively so used. It was sufficient to shew that he was there for the purpose. It was not necessary to have recourse to the cases in which the meaning of the word "place" had been discussed, because this was the case of a "room." This case was distinguishable from *Whitehurst v. Fincher*; for there the man who betted was an ordinary member of the public, and the evidence was not sufficient to shew that the room was used for the purpose of betting.

A. L. SMITH, J., said that though it had been decided in many cases that the word "place" in the section meant an ascertained spot, it had never been held that where a man used a room for the purpose of betting it was necessary to shew that he occupied a fixed spot in the room.—COUNSEL, C. F. GILL; G. E. LYON. SOLICITORS, *Wentner & Sons*; *Peckham, Maitland, & Peckham*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

#### THE QUEEN v. MORTON—10th November.

MUNICIPAL ELECTION—CANDIDATE PRESIDING AND ACTING AS RETURNING OFFICER—CASTING VOTE—DISQUALIFICATION—REMEDY BY PETITION OR QUO WARRANTO—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. C. 50), ss. 87 (c) (d), 225.

The question raised in this case was whether the proper method of testing the validity of the election of an alderman in the circumstances stated below was by an election petition or by *quo warranto*. The facts were shortly as follows. The defendant, then a common councillor of the south ward of the borough of Chelmsford, was, in November, 1890, duly elected mayor of that borough. In March, 1891, a vacancy occurred in the roll of aldermen, and in April a meeting of the town council was held for the purpose of electing an alderman to fill the vacant place. At that meeting the defendant, as mayor, presided. Votes were given to two persons only, the defendant and another, and each having received eleven votes, the defendant, who had already voted for himself, gave a second or casting vote for himself, and declared himself duly elected. He subsequently made the declaration of office on his election and acted as alderman. Application for an information in the nature of a *quo warranto* was made against the defendant to determine the question of his right to hold the office. It was objected on behalf of the defendant shewing cause that since the passing of the Municipal Corporations Act, 1882, the remedy was by election petition, and not by *quo warranto*. That Act provides (section 87 (1)): "A municipal election may be questioned by an election petition on the ground . . . (c) that the person whose election is questioned was at the time of the election disqualified, or (d) that he was not duly elected by a majority of lawful votes. (2) A municipal election shall not be questioned on any of those grounds except by an election petition." Section 225 lays down rules for procedure upon an application for an information in the nature of a *quo warranto*, and enacts that such an application "against any person claiming to hold a corporate office shall not be made after the expiration of twelve months from the time when he became disqualified after election." It was contended on behalf of the relator that the election was wholly bad, and that section 225 did not apply; also that the grounds of objection to the election did not fall within those specified in section 87; *quo warranto* was, therefore, the proper remedy.

The judgment of THE COURT (MATHW and A. L. SMITH, JJ.) was delivered by

A. L. SMITH, J.—In this case a rule nisi for an information of *quo warranto* has been obtained, calling on Mr. Morton, mayor of the borough of Chelmsford, to shew by what authority he exercised the office of an alderman of that borough. Divers reasons are mentioned in the rule why Mr. Morton should not do so, but the real substantial ground which exists is that Mr. Morton, whilst sitting and acting as chairman of a meeting of the council for the election of an alderman, pursuant to section 60 of the Municipal Corporations Act, 1882, voted for himself, and also gave the casting vote in his own favour, and was thereby elected to the office. It was argued, in shewing cause against the rule, that a proceeding by way of *quo warranto* would not lie by reason of the provisions of sections 87 and 225 of the Municipal Corporations Act, 1882. [The judge read these sections, and continued.] It was said that these two sections of themselves did away with proceedings by way of *quo warranto* excepting in cases of disqualification arising after election. A passage in the judgment of Lord Halsbury in *Pritchard v. Mayor of Bangor* (13 App. Cas. 241, 36 W. R. Dig. 74) was read in this behalf. Apparently section 73 of the Act of 1882 was in that case not dealt with. It is not necessary to hold, and I do not hold, that in no case will proceedings by way of *quo warranto* lie excepting in the case of disqualification arising after election. It is, however, clear that proceedings by way of *quo warranto* are abolished by the 87th section of the Act of 1882 in cases which come within that section, or, in other words, where a petition will lie, *quo warranto* will not. The question is, Does the present case fall within either sub-section (c) or (d); for if it does the rule must be discharged. It has been held, before election petitions were made applicable to municipal elections, by authority the accuracy of which no one could doubt, that upon the election of town councillors a returning officer cannot return himself, and if he does upon *quo warranto* the officer would be ousted: *Reg. v. Owen* (7 W. R. 566, 2 E. & E. 86) and

*Reg. v. White* (15 W. R. 988, L. R. 2 Q. B. 557). The ratio decidendi of the cases is that a man cannot be a judge of his own cause. Mr. Philbrick, in support of the rule, argued that the election was void *ab initio*, and insisted that even if in all other respects an election were in order, if the chairman voted for himself, though it did not affect the result of the election, another being elected by the majority of lawful voters, it vitiated the whole proceeding and that it must be held that there had been no election at all. He has produced no authority for the proposition, and I do not agree with it, and, moreover, the case in the Irish courts which he cited, *Fanagan v. Kernan* (8 L. R. Ir. C. L. 44) is against him. There a petition was filed, not a proceeding by *quo warranto*, for an act similar to that now laid to the charge of Mr. Morton, and the court, in giving judgment, certainly did not think that the election was void *ab initio*, and never doubted that it was a matter for which a petition would lie, and, moreover, discussed the question whether, if proper notice had been given to the electors of disqualification, the unsuccessful candidate could have been seated upon petition, a futile argument if the election itself was void *ab initio*. In my judgment there is no ground for saying that the election was void *ab initio*. Assuming, as I do, for the sake of the argument, that Mr. Morton was improperly elected because, acting judicially, he had returned himself, or, in other words, had acted as a judge in his own cause, in my judgment he can be unseated on the ground that he was disqualified from being elected, and the case comes within sub-section (c) of section 87. If Mr. Morton was improperly elected, because he had no right to give either of the votes which he did for himself, then he was not duly elected by a majority of lawful votes, and the case falls within sub-section (d) of section 87, so that whichever way you take the objection to Mr. Morton's election, in my judgment a petition would have lain, and consequently *quo warranto* will not. For these reasons the rule must be discharged with costs. Rule discharged.—COUNSEL, Channell, Q.C., and Macmorran; Philbrick, Q.C., and H. C. Richards. SOLICITORS, *Whites & Co.*, for Dixon, Town Clerk, Chelmsford; *Patterson, Snow, Bloxam, & Kinder*, for Gepp, Chelmsford.

[Reported by T. R. C. DILL, Barrister-at-Law.]

#### BEBIRO v. THALHEIM—10th November.

MAYOR'S COURT—APPEAL—INTERLOCUTORY ORDER—MAYOR'S COURT OF LONDON PROCEDURE ACT, 1857 (20 & 21 VICT. C. CLVII.), s. 8.

This case raised a question as to whether there is a right of appeal from an order of the judge of the Mayor's Court discharging a rule nisi for a new trial. The action was brought by the plaintiff to recover a sum of £39 alleged to be due to him from the defendant on the balance of an account relating to certain transactions on the Stock Exchange. The learned recorder nonsuited the plaintiff, on the ground that the matters in respect of which the plaintiff sued formed part of a gambling transaction. On the day after the trial a rule nisi for a new trial was granted by the learned recorder, on the application of the plaintiff. The rule was afterwards argued and discharged. From that decision the plaintiff now appealed. It is provided by section 8 of the Mayor's Court of London Procedure Act, 1857, that "if either party appearing on the trial of any cause in which the sum sought to be recovered shall exceed the sum of twenty pounds shall be dissatisfied with the determination or direction of the court on any point of law, or upon the admission or rejection of any evidence, such party may appeal from the same to any one of the superior courts." It was contended, on behalf of the plaintiff, that there was a right of appeal from the decisions of the Mayor's Court generally; on the other side it was urged that the only right of appeal was that given by the above section, and that there was no appeal except from a decision given at the trial. *Appleford v. Judkins* (26 W. R. 734, 3 C. P. D. 489), *Mears v. Chittick* (9 Q. B. D. 35), and *Jonas v. Long* (36 W. R. 315, 20 Q. B. D. 564) were cited.

THE COURT (MATHW and A. L. SMITH, JJ.) held that the right of appeal was governed by section 8 of the Mayor's Court of London Procedure Act, 1857, and that there was no right of appeal from a decision which was not given at the trial of any cause. Appeal dismissed.—COUNSEL, *Atherley Jones*; *Le Riche*. SOLICITORS, *Blanchensee*; *J. Hales*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

#### Bankruptcy Cases.

Ex parte SHERIFF OF ESSEX, Re FINCH—Q. B. Div., 3rd November.

EXECUTION—SHERIFF—POSSESSION RETAINED AT REQUEST OF EXECUTION CREDITOR—BANKRUPTCY OF DEBTOR—CLAIM OF SHERIFF FOR POSSESSION MONEY—"COSTS OF EXECUTION"—BANKRUPTCY ACT, 1883, s. 46.

This case raised an important question as to the right of the sheriff to charge the bankrupt's estate with possession money where possession has been retained beyond a reasonable time at the request of the execution creditor. On the 25th of May, 1889, a writ of *fi. fa.* was handed to the sheriff to levy for £464 on the debtor's goods, under which the sale was advertised; but on the 14th of June the execution creditor directed the sheriff to withdraw, provided that he got authority from the debtor to re-enter. The debtor had gone away, and this authority could not be obtained by the sheriff, who consequently remained in possession. The execution creditor refused to allow the sheriff to sell, and he continued in possession until the 23rd of September, when he took out a summons before the master asking for liberty to sell or that the execution creditor might be ordered to pay the possession money. The master declined to make any order on this summons, but on the 19th of October a second execution was lodged by another creditor, and the sheriff thereupon sold under both writs. The debtor afterwards became bankrupt, and a claim



was made by the sheriff for possession money from the time of his entering into possession until the time of sale. The trustee objected to this claim, and on taxation the taxing master disallowed all the possession money claimed, except for ten days, on the ground that "the costs of the execution" mentioned in section 46, sub-sections (1) and (2), of the Bankruptcy Act, 1883, only included "proper and ordinary costs" and not the extraordinary costs caused by proceedings taken by the execution creditor for his own protection and benefit. The sheriff now applied for a review of the taxation.

VAUGHAN WILLIAMS, J., refused the application, with costs. His lordship said that he should say nothing then about the duty of the sheriff when the execution creditor told him to hold his hand and not to sell. That question was not before the court, and it was not necessary to deal with it. It might, perhaps, be that the sheriff, if told to hold his hand by the execution creditor, was bound to remain in possession and to hold his hand. That was not the *prima facie* view the court at present held, but it was not necessary to decide that question. But of this there was no doubt, that if the sheriff did remain in possession by the request of the execution creditor, unless the execution debtor had consented it must be done at the cost of the execution creditor himself. The question was whether there was any right by the sheriff to deduct as against the execution debtor's estate any sum beyond possession money for a reasonable time. It was proved that this debtor did not consent to the sheriff remaining in possession, and the possession money claimed could not be allowed, because it was possession money for a time not reasonably necessary for the purposes of sale. The taxing master had taken ten days as a reasonable time, and the court would not interfere with his decision.—COUNSEL, *Herbert Reed; Muir Mackenzie. SOLICITORS, Paterson, Snow, Bloxam, & Kinder; Hatchett, Jones, & Co.*

[Reported by C. F. MORRELL, Barrister-at-Law.]

### Solicitors' Cases.

*Re LIONEL PERCY CHAMBERLAINE (A SOLICITOR)*—Q. B. Div., 30th October.

In this case the following judgment was delivered:—

DAY, J.: In this matter we have considered the facts of the case, and also what has been urged on one side and the other. I entertain no doubt that this is a case of very grave fraud. The solicitor induced a client to intrust him with a sum of money on the faith that it was to be secured on a particular property. It never was so secured, and having regard to the dates and times of the transaction, one cannot divest oneself of the conviction that the solicitor never intended that it should be so secured. Instead of securing it upon this property in which he was interested, he seems at once to have pledged this property with some bankers as security for other moneys in which he was indebted to them. We have, then, the case of a solicitor who obtained by fraud, I quite agree with Mr. Chitty he could not have been indicted for obtaining money by false pretences, because we have a technical law which requires the false pretence to be a false pretence in respect of some existing fact; but he did obtain this money by making representations which certainly he did not carry out, and which the dates and his conduct generally lead one to infer he never intended to carry out. At any rate, whether a false pretence or not, he undoubtedly fraudulently misappropriated securities which he had pledged to his client in the sense that he had assured his client that those securities were to be devoted to him. It is, therefore, the case of a solicitor who is clearly convicted of a fraud, and, in my judgment, a gross fraud. Now a solicitor is an officer of this court. He is authorized on behalf of the court to transact business on behalf of the suitors in court; and it is, I need hardly say, absolutely necessary that the court should exercise a careful supervision over such persons in the interests of the public, and not only in the interests of the public, but in the interests of the body of solicitors, those whose reputation can only be maintained by inflicting exemplary punishment on those members of its body who disgrace the body by their fraudulent misconduct. It is in the interest of the public, it is a duty which the court owes to itself, and it is a duty which the court owes to the great body of solicitors to weed out members who shew themselves unworthy of the confidence which the court invites the public to put in them. Under the circumstances, I do not hesitate in saying that in my judgment this solicitor should be struck off the rolls.

WRIGHT, J.: I agree.

HOLLIS: Your lordships order that Lionel Percy Chamberlaine, of Leicester, be struck off the rolls?

DAY, J.: Yes.

[From Shorthand Notes.]

*Ex parte DUNCAN, Re DUNCAN*—Q. B. Div., 6th November.

**COSTS OF SOLICITOR—REVIEW OF TAXATION—EMPLOYMENT OF SOLICITOR BY OFFICIAL RECEIVER AS TRUSTEE—AUTHORITY FOR EMPLOYMENT—BANKRUPTCY ACT, 1883, ss. 22, 57—BANKRUPTCY RULES, 1886, rr. 117, 337.**

This was an application by the debtor to review the taxation of certain bills of costs brought in by the solicitors who had acted for the official receiver as trustee in the bankruptcy. The official receiver was about to pay the bills in question when leave was given by the registrar to the debtor, who, it was stated, had now paid his debts in full, to attend the taxation, and an interim injunction restraining payment was subsequently obtained until the motion to review was heard. The objection now gone into was to the allowance of any sums beyond £250 on all the bills on the

ground that the solicitors were not duly authorized under section 57, sub-section (3) of the Bankruptcy Act, 1883, to do the work charged for, and that no copy of any resolution authorizing the work was produced to the taxing master. The official receiver was trustee without a committee of inspection, in which case, by section 22, sub-section (9) of the Bankruptcy Act 1883, "any direction or permission by this Act authorized or required to be done or given by the committee may be done or given by the Board of Trade on the application of the trustee." By section 57 "the trustee may, with the permission of the committee of inspection, do all or any of the following things . . . (3) employ a solicitor or other agent to take any proceedings or do any business which may be sanctioned by the committee of inspection." But by the last clause of the section, "the permission given for the purposes of this section shall not be a general permission to do all or any of the above-mentioned things, but shall only be a permission to do the particular thing or things for which permission is sought in the specified case or cases." By rule 117 of the Bankruptcy Rules, 1886, "before taxing the bill or charges of any solicitor . . . employed by an official receiver or trustee, the taxing officer shall require a certificate in writing, signed by the official receiver or trustee, as the case may be, to be produced to him, setting forth whether any, and if so, what, special terms of remuneration have been agreed to, and in the case of the bill of costs of a solicitor, a copy of the resolution or other authority sanctioning the employment." In the present case, on the taxation, certain authorities were produced from the Board of Trade authorizing certain costs to be incurred on the matters in the bills of costs, the total amount of these authorities being £250. It was contended that, unless there was an authority produced to the taxing master to incur the further costs, there was no jurisdiction to give them. On behalf of the solicitors it was contended that by rule 337 of the Bankruptcy Rules, 1886, "where there is no committee of inspection any functions of the committee of inspection which devolve on the Board of Trade may, subject to the directions of the Board, be exercised by the official receiver," and that, where the official receiver was trustee, it was not necessary to produce any particular authority or resolution. It was also stated that the official receiver had the consent of the Board of Trade for every step he took, and it was pointed out that in the case of *Re Johnstone, Ex parte Singleton* (2 Morrell's Bankruptcy Cases, 205), where a compromise had been entered into by the official receiver, permission was given to him to produce a certificate showing that he acted under the directions of the Board of Trade.

VAUGHAN WILLIAMS, J., said that he could not agree with the construction which had been placed by counsel for the respondents on rule 337, and when the official receiver was trustee he must comply with section 57 and rule 117 just the same as if he were an ordinary trustee and not the official receiver. Therefore, unless it could be shewn that something happened which amounted to an express direction of the Board of Trade as in the case of *In re Johnstone*, it must be shewn that there was a permission in writing. Either it must be shewn that there had been a compliance with the ordinary rules or that there was an affirmative direction of the Board of Trade. As the request had been made the case might stand over until Wednesday, in order that, if possible, evidence of direct instructions of the Board of Trade might be obtained.—COUNSEL, *Sidney Woolf, Q.C.; Muir Mackenzie. SOLICITORS, Leggett, Rubinstein, & Co.; Hatchett, Jones, & Co.*

[Reported by C. F. MORRELL, Barrister-at-Law.]

### LAW SOCIETIES.

#### LAW ASSOCIATION

At a meeting of the directors, held at the Hall of the Incorporated Law Society on Thursday, the 13th inst., the following being present—viz., Messrs. Sidney Smith (chairman), Collisson, Finch, Hedger, Nesbit, Toovey, and Arthur Toovey (secretary), a grant of £25 was made to a member, and £10 to a non-member; one new member was elected; and the ordinary general business was transacted.

#### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. John Hunter in the chair. The other directors present were Messrs. H. Morten Cotton, Samuel Harris (Leicester), G. H. Kays, Grinham Keen, Richard Pennington, R. Pidcock (Woolwich), Henry Roscoe, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £518 was distributed in grants of relief, twenty-two new members were admitted to the association, and other general business was transacted.

### LAW STUDENTS' JOURNAL.

#### INCORPORATED LAW SOCIETY.

##### PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 21st and 22nd of October, 1891:—

Aldridge, Percy Sutton  
Ansell, John Manley  
Atkins, Arthur Shirley  
Atkins, George James Murray

Bartlett, Edgar Browne  
Bawtree, John Francis  
Beavan, James Riley  
Beesley, Eustace Barton

Beasley, Alfred  
Blount, George Alfred Stanislaus  
Bradley, William Herbert Cecil  
Burditt, Walter  
Butcher, Charles St. Aubyn  
Calvert, Harry Percy  
Cayley, Norman  
Clarke, Herbert  
Crispin, Gerald Charles Johnston  
Davies, John  
Du Maurier, Gerald Hurbert  
Edward Busson  
Dyson, John  
Eastham, Thomas  
Edney, Harry William  
Edwards, William Richard  
Farr, William Edward  
Fowler, Sydney John  
Fox, George William  
Fraser, John Alexander  
Gibbons, Frederick  
Greville, Herbert Edwin  
Hall, Arthur  
Hargrove, Herbert  
Hart, Edward Fitzgerald  
Havers, Thomas Gerald  
Hick, Herbert  
Hilbery, Leonard William  
Hines, Charles William  
Holt, Harry  
Ingham, Harry Greaves  
Jones, Eden Haythorne  
Keen, Frank  
Kevill, Thomas Halliwell  
Klyne, Richard Edmund  
Layton, Reginald George  
Lickorish, Austin Aloysius  
Liddle, Victor Bertram  
Lucas, Samuel  
Mander, Harry Iliffe  
Mandrell, John Steele  
Marris, Tom  
Marsden, William Henry Milnes

Martin, William Harold  
Martin, William Temple  
Martyn, Thomas Edward  
Morrell, George Henry  
Morrison, Sydney Bruce  
Moos, William James  
Murphy, James  
North, Leonard Alfred Lauraine  
O'Donnell, Patrick Michael  
Paterson, Athol Scott  
Penn, Charles Edward  
Perry, Arthur  
Pope, William Rushton  
Potter, Frederick Charles  
Powell, Alfred  
Powell, James Henry Richard  
Quinn, Hugh Clement  
Ram, Willett  
Redhead, Claude Edward Allen  
Richards, John  
Robinson, John Henry  
Russell, Robert Stanley  
Samuels, Maurice Churchill  
Shillitoe, Francis Rickman  
Skinner, Robert Tierney  
Smith, Harry Swayne  
Spencer, Arthur Norton  
Steward, Godfrey Pearson  
Tabourdin, Harry Owen  
Talbot, Herbert Percy  
Teesdale, John Hermann  
Tokeley, Arthur  
Vincent, Charles Worsley  
Vulliamy, Lionel Hastings  
Warburton, Thomas Artingstall  
Watkins, Humphrey Walter  
Watson, Harold Henry  
Watt, John Ralston  
Williams, Edward Geoffrey  
Williamson, Arthur Peel  
Willson, Herbert  
Wilson, John Aikman  
Wood, Francis Cecil John

lated to convey to the minds of careless people that they were county court summonses. The words, however, "Notice before Proceedings," were printed in very small type at the top. The officials of the court informed him that many persons, acting under the impression that, on receipt of the notices, they had been put into court, had brought the money to the court. The practice was distinctly wrong, and in future, wherever he found plaintiffs had resorted to such means, he should disallow them all costs.

Mr. R. C. Driver, president of the Surveyors' Institution, in his opening address on Monday, gave an interesting and elaborate analysis of the extent of the depreciation of land values during the last fourteen years, founded on the answers given to a circular letter sent out by the council in March last, in which the members of the provincial committees, some 800 in number, practising in every part of England and Wales, were asked to furnish the council with their opinions. It appeared from the tables founded on these returns that the Chiltern Hills district of Oxfordshire had the unenviable position of head of the list, with an average reduction of 75 per cent., and South-east Essex was not far behind with 70 per cent. East and West Cambridgeshire followed with the high depreciation percentage of 60. In North Essex 55 per cent. appeared to represent the average depreciation, and 60 per cent. of the farms were unlet. Generally, two facts appear from this return—first, that the depreciation over the heavy wheat land had not been overstated by common report; the second, that the depreciation in the pasture and dairy districts was somewhat less than had been previously supposed. It was also clear, from figures brought before him, but not printed in the address, that the depreciation had been far less in farms from 50 acres to 200 acres than in the larger farms.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice NORTH.
	APPEAL COURT No. 2.	Mr. Justice CHITTY.	
Monday, Nov. ....	16 Mr. Beal	Mr. Godfrey Leach	Mr. Jackson Clowes
Tuesday .....	17 Pugh	Leach	Jackson Clowes
Wednesday .....	18 Beal	Godfrey Leach	Jackson Clowes
Thursday .....	19 Pugh	Leach	Jackson Clowes
Friday .....	20 Beal	Godfrey Leach	Jackson Clowes
Saturday .....	21 Pugh	Leach	Jackson Clowes
Monday, Nov. ....	16 Mr. Carrington	Mr. Rolt	Mr. Ward Pemberton
Tuesday .....	17 Lavin	Farmer	Ward Pemberton
Wednesday .....	18 Carrington	Rolt	Ward Pemberton
Thursday .....	19 Lavin	Farmer	Ward Pemberton
Friday .....	20 Carrington	Rolt	Ward Pemberton
Saturday .....	21 Lavin	Farmer	Ward Pemberton

### HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1891.

Addenda to the Crown Paper.

Middlesex, Brentford Burstall v Griffiths  
Middlesex, Bow Building Estates, &c, Co v Johnson (Charing Cross Bank clmt)  
Worcestershire, Worcester Martin v Smith (Smith clmt)  
Middlesex, Edmonton Clydesdale Iron Co v Burton (Burton clmt)  
Met Pol Dist Dyke v Gower  
England The Queen v Keinath  
Middlesex, Bow Garrad & Co v Lunn & Sons & Cooney & Co  
Kent, Greenwich Vincent v Vincent  
Warwickshire The Queen v Baker, Esq, & anr, jj, &c, & Clarke  
Cheshire Wallasey Local Board v Gandy Belt & Co  
Sunderland Tindle v Davison  
Essex, Colchester Everitt & anr v Scott  
Yorkshire, Leeds Barnes v London, Edinburgh, &c, Assurance Co.  
Surrey, Chertsey Fletcher v Winalade  
Kent, Bromley Kick v Dockrell (Dockrell clmt)  
Southampton Bartholomew v Wiseman & anr  
Leicestershire, Melton Mowbray Arnsby v G N Ry Co  
Yorkshire, N R Dent v Overseers of Commendale  
Kent, Maidstone Leaver v Hooker  
Devonshire, East Stonehouse Dawe v Fairweather & anr  
Met Pol Dist Wellstead v Paddington Vestry  
England The Queen v Stevens  
Lincolnshire, Grantham Scoley v Thompson's Ancaster Quarries Co  
Glamorganshire The Queen v Jenkins, Esq, & anr, jj, &c (expte Morgan)  
Southampton West Cowes Local Board v Gustar  
Yorkshire, Leeds Danish Dairies, &c, Co v Midland Ry Co  
Montgomeryshire The Queen v Bayard  
London Pike v London General Omnibus Co  
Middlesex, Brompton Langford v Ellis  
Monmouthshire, Newport Hurn v Lashon  
Essex, Southend Hawkins v Rutter  
Liverpool Caffley v Nelson & ors  
Montgomeryshire The Queen v Licensing, JJ's for Hundred of Newtown  
Durham Spark v McDonald & anr  
Durham Same v Same  
Met Pol Dist The Queen v Plowden, Esq, Met Pol Mag & White  
London Beyer v London Street Trams Co  
Met Pol Mag Board of Works, Wandsworth District v Bird  
Northumberland The Queen v Head, Esq, & anr, jj, &c, & Alexander

## LEGAL NEWS.

### APPOINTMENTS.

Mr. JOSEPH SAMUEL RUBINSTEIN, solicitor (of the firm of Leggett, Rubinstein, & Co.), of 5, Raymond-buildings, Gray's-inn, W.C., and 56, West Cromwell-road, Kensington, S.W., has been appointed a Commissioner for Oaths in matters depending in the courts of the Colony of New South Wales. Mr. Rubinstein was admitted a solicitor in August, 1876. He is a commissioner for oaths for England, a commissioner for oaths and for taking acknowledgments for New Zealand, and a commissioner for oaths for the Colonies of the Bahamas, Fiji, Gold Coast, Leeward Islands, South Australia, and Tasmania.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTION.

JOHN RILEY and WILLIAM COOKE KETTLE, solicitors (Riley & Kettle), Wolverhampton. Oct. 29. The said business will in future be carried on by the said W. C. Kettle. [Gazette, Nov. 10.]

### INFORMATION WANTED.

CHARLES HENRY FARRAR, late of Delph-cottage, Halifax, deceased.—To solicitors and others.—Missing Will, Deeds, and Papers.—The undersigned (relatives of Mr. Farrar) will be glad to receive information from any solicitor who has either made his Will, or has the custody of his Papers and the Deeds of his Freehold Property situate at Lee-bridge and Birks Hall-lane, in Halifax.—Mr. Keighley Walton, Town Hall, Halifax; Mr. Frank Patchett, Hesthaide, Halifax.

### GENERAL.

The Washington correspondent of the Times says that on Monday the Supreme Court was crowded by distinguished members of the American bar to hear the arguments in the *Bayard* case, which came up for hearing after being postponed for over six months owing to the illness of Mr. Justice Bradley.

At a meeting of the Leeds County Council on Monday a letter was read from the town clerk, Sir George W. Morrison, in which he much regretted that, according to medical advice, he was at present suffering from mental strain, and did not feel equal to conscientiously discharging the duties of his office. He therefore deeply regretted to have to place his resignation in the hands of the council. It was decided that the letter should be considered at a special meeting of the council. Sir George Morrison was appointed town clerk of Leeds in 1878, and was knighted in 1885.

Judge Bagshawe, at the Peterborough County Court, on Wednesday, said his attention had been called to a practice adopted by some firms of sending notices to debtors in imitation of county court summonses. The notices were so framed, both in size and appearance, as to be well calculated to convey to the minds of careless people that they were county court summonses.



Somersetshire The Queen v Rogers, Esq., & anr, jj, &c (expte Dyke)  
 Surrey, Croydon Erwin v Collins & anr  
 Cheshire Woolley v Meredith  
 Glamorganshire The Queen v jj's of Glamorgan (expte Applegate)

## AUTUMN ASSIZES.

SOUTH-EASTERN CIRCUIT (Pollock, B.).—Cambridge, Thursday, November 12; Bury St. Edmunds, Monday, November 16; Norwich, Saturday, November 21; Chelmsford, Saturday, November 28; Hertford, Thursday, December 3; Maidstone, Monday, December 7; Lewes, Tuesday, December 15.

WESTERN (Cave, J.).—Devizes, Friday, November 13; Dorchester, Tuesday, November 17; Wells, Friday, November 20; Bodmin, Thursday, November 26; Exeter, Tuesday, December 1; Winchester, Monday, December 7; Bristol, Tuesday, December 15.

OXFORD (Day, J.).—Reading, Saturday, November 7; Oxford, Friday, November 13; Worcester, Tuesday, November 17; Gloucester, Monday, November 23; Monmouth, Saturday, November 28; Hereford, Wednesday, December 2; Shrewsbury, Monday, December 7; Stafford, Thursday, December 10.

NORTH-EASTERN (A. L. Smith and Wright, JJ.).—Newcastle, Saturday, November 21; Durham, Thursday, November 26; York, Thursday, December 3; Leeds, Tuesday, December 8. One judge only will go to the first three places.

MIDLAND (Grantham, J.).—Aylesbury, Wednesday, November 11; Bedford, Saturday, November 14; Northampton, Tuesday, November 17; Leicester, Monday, November 23; Lincoln, Friday, November 27; Nottingham, Tuesday, December 1; Derby, Monday, December 7; Warwick, Friday, December 11.

NORTH AND SOUTH WALES AND CHESTER (Vaughan Williams, J.).—Carmarvon, Wednesday, November 25; Ruthin, Friday, November 27; Chester, Monday, November 30; Carmarthen, Tuesday, December 8; Brecon, Thursday, December 10; Cardiff, Saturday, December 12.

NORTHERN (Lawrance and Collins, JJ.).—Carlisle, Friday, November 13; Lancaster, Tuesday, November 17; Manchester, Saturday, November 21; Liverpool, Thursday, December 3. One judge only will go to the first two places.

The following judges will remain in town:—Lord Coleridge, C.J., and Denman, Hawkins, Mathew, Wills, and Charles, JJ.

\* Civil business will be taken only at Manchester, Liverpool, and Leeds.

PRACTITIONERS can now purchase at STEVENS & SONS, Limited, 119 & 120, Chancery-lane, London, the last editions of the following Digests at greatly reduced prices:—viz.: "Fisher's Common Law," 7 vols., £5 5s.; "Chitty's Equity Index," 9 vols., £5 5s.; "Consolidated Supplement by Mews," 1 vol., 15s., and "Dale and Lehmann's Digest of Overruled Cases," 1 vol., 25s., or the whole 18 vols. together for £10. These Digests are now brought within the reach of all, and practitioners can hardly afford to do without them.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 6.  
 JOINT STOCK COMPANIES.  
 LIMITED IN CHANCERY.

ANGLO-SARDINIAN ANTIMONY CO., LIMITED.—Petition for winding up, presented Sept 17, directed to be heard on Nov 14 Morley & Co, Gresham House, solors for petnrs. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of Nov 11

BERKELEY BUILDING SYNDICATE, LIMITED.—Petition for winding up, presented Oct 31, directed to be heard on Nov 14 Roberts, Coleman st, solor for petner. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of Nov 13

CONTRACT CONSTRUCTION CO., LIMITED.—Petition for winding up, presented Nov 3, directed to be heard before North, J., on Nov 14 Powell & Burt, St Swithin's lane, solors, the petnrs in person. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of Nov 13

HILLS WATERFALL ESTATE AND GOLD MINING CO., LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Pent, 3, Lothbury Walker & Rowe, Bucklersbury, solors for the liquidator

ROWLEY HORSESHOE CO., LIMITED.—Petn for winding up, presented Nov 5, directed to be heard on Nov 14. Blackmore, King st, Cheapside, solor for petnrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 11

TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA, LIMITED.—Petn for winding up, presented Nov 5, directed to be heard before Kekewich, J., on Nov 14. Indermaur & Brown, Chancery lane, solors for petnrs

WEST HALEY MINING CO., LIMITED.—Petn for winding up, presented Nov 4, directed to be heard before Chitty, J., on Nov 14. Dowse, New inn, Strand, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 13

## FRIENDLY SOCIETY DISSOLVED.

NAVENBY FEMALE BENEFIT SOCIETY, National School, Navenby, Lincoln. Nov 4

London Gazette.—TUESDAY, NOV. 10.  
 JOINT STOCK COMPANIES.  
 UNLIMITED IN CHANCERY.

GLENDON IRON CO.—By an order made by Kekewich, J., dated July 18, it was ordered that the voluntary winding up of the company be continued. Smythe & Brettell, Staple inn, solors for petner

SOCIETY OF THE PROPRIETORS OF SYDNEY GARDENS.—Petn for winding up, presented Nov 5, directed to be heard before Stirling, J., on Saturday, Nov 21, at 10.30. Routh & Co, Southampton st, Bloomsbury, agents for Inman & Co, Bath, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 30

## FRIENDLY SOCIETIES.

REFERRED FOR THREE MONTHS.

BUXTON PROVIDENT FRIENDLY SOCIETY, Crown Inn, Buxton, Norfolk. Nov 5  
 EYLES PARISH CHURCH BUNDAV SCHOOL SICK AND BURIAL SOCIETY, Parish Church Schoolroom, Eyles, Lancashire. Nov 5

WIDOW AND ORPHANS' FUND OF THE STREPREY DISTRICT OF THE INDEPENDENT ORDER OF ODD FELLOWS, George Inn, Stratford, Essex. Nov 5

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, OCT. 30.

ALLEN, WILLIAM, Birkdale, Lancs, Gent Dec 3 Ormerod & Allen, Manchester  
 BARNES, HENRY, Lytham, Lancs, Gent Nov 30 Robinson & Sons, Blackburn  
 BARROW, JOHN, Newton Abbot, Devon, Railway Contractor Nov 30 Hacker, Newton Abbot  
 BIDDULPH, WILLIAM WALLICH, Southborough, Kent, Electric Engineer Dec 1 Webb, Austinfriars  
 BLAKE, EDWARD, Bath, retired Plumber Dec 21 Rooke & Coker, Bath  
 BURGESS, JOHN, Northwich, Chester, Gent Jan 1 A & J E Fletcher, Northwich  
 CARTER, ROGER, Kidbrooke grove, Blackheath, Esq Dec 31 Phelps & Co, Gresham st  
 CARMORSE, JOHN, Wheatley, Oxon, Gent Dec 14 Parker, Thame  
 CHAFFET, BENJAMIN, Solon rd, Acre lane, Brixton Dec 10 Sherlock, Serjeant's inn, Fleet st  
 CHARTREE, DAVID, Brndford, Potato Merchant Nov 30 Newton, Bradford  
 DIVES, ELIZABETH, Clifton terr, Brighton Dec 25 Fitzhugh & Co, Brighton  
 DIXON, MARIA, Elms rd, Clapham Common Nov 30 T W & T B Nelson, Lawrence Pountney lane  
 DREW, JOHN, Duffield, Derby, Gent Dec 1 Bamford, Derby  
 DREW, SARAH WAGSTAFF, Duffield, Derby Dec 1 Bamford, Derby  
 EVANS, ISAAC, the elder, Cardiff, Hay Dealer Nov 14 Spencer & Co, Cardiff  
 FAULKES, WILLIAM, Oxenham, Glos, Farmer Dec 7 Kinnair & Tombs, Swindon, Wilts  
 GARDNER, CHARLES PRESTON, Hyde Park Gate Dec 8 Burch & Co, Spring grdns  
 GIBSON, MARK, Ulverston, Grocer Nov 30 Tyson, Ulverston and Dalton in Furness  
 HARDING, JANE, Wetheral, Cumbrld Dec 15 Cartmell & Burnett, Carlisle  
 HARBOD, CATHERINE, Littlewick, nr Maidenhead, Berks Dec 1 Sharpe & Co, New court, Carey st  
 HAXBY, JOSEPH BARBER, Blaby, Leics, Gent Dec 15 Haxby & Co, Leicester  
 HENDER, NELLIE, St George's row, Pimlico Nov 17 Bowlings & Co, Essex st, Strand  
 HEWITT, THOMAS, Thelwall, Chester, Farmer Dec 3 Browne, Warrington  
 HOLLIDAY, JOHN, Gt Horton, Bradford, Gent Dec 1 Gaunt & Co, Bradford  
 HOWELL, THOMAS HENRY, Mark lane, Wine Merchant Dec 1 Hollams & Co, Mincing lane  
 JACKSON, ELIZA, Tipton grove, Sheffield Dec 5 Taylor, Sheffield  
 JENKINS, JOHN HENRY, Hull, Master Mariner Dec 31 Hearfields & Lambert, Hull  
 KEENAK, JOHN, Leeds, Pensioner Sergeant Jan 1 Coghlan, Leeds  
 KENDALL, WILLIAM, Ulverston, Pork Butcher Nov 30 Tyson, Ulverston and Dalton in Furness  
 LISTER, ANX, Sunderland Nov 30 Davies, Gt St Helen's  
 MITCHELL, JULIA MARIA, Guildford, Surrey Nov 30 Gesh, Guildford  
 NELSON, ELIZABETH ANX, Hyde park mansions Dec 1 W. H. Smith & Son, Gresham house  
 NELSON, ROBERT, Storth, nr Milnthorpe, Westmld, Farmer Nov 30 Thompson, Kendal  
 PATTEN, GEORGE KING, Wyld Green, Warwick, Accountant Dec 1 Ansell & Ashford, Birmingham  
 PENNERTON, FREDERIC, Sutton, St Helen's, Gent Nov 30 Tyrer, St Helens and Prescott  
 PENNY, EMMA, The Terrace, Camberwell Nov 30 Hicklin & Co, Trinity sq, Southwark  
 NORTH, JANE, Huddersfield, Grocer Dec 1 Moseley, Huddersfield  
 NUNN, HENRY, Gt Bentley, Essex, Farmer Nov 14 Pope & Co, Colchester  
 OLDERSHAW, WILLIAM WATSON, Blackheath, Rowley Regis, Staffs, Solicitor Nov 25 Cooksey, Old Hill  
 SAMUEL, WILLIAM, Llanelly, Carmarthen, Ship Owner Jan 1 Howell, Llanelly  
 SANDACH, WILLIAM ROBERTSON, Princes gate, Hyde Park, Esq Nov 30 Whitley & Co, Liverpool  
 SANDERS, WILLIAM, Banbury, Oxon, Coal Merchant Dec 1 Pollatt, Banbury  
 SCHOEPLER, LOUIS, Peterborough, Cattle Dealer Dec 14 Heygate, Wellingborough  
 SCRIVEN, WILLIAM HENRY, Leeds, Surveyor Dec 1 Coghlan, Leeds  
 SNODIN, WALTER GEORGE, Fulbourn, Cambs, Merchant Dec 1 Bird & Eldridge, Gt James st, Bedford row  
 STRINGER, THOMAS, Barnsley, Carrier Nov 30 Horsfield, Barnsley  
 WALKER, PATRICK PETER, Liverpool, Grocer Dec 1 Quinn, Liverpool  
 WILSON, GEORGE HENRY, Bala, Merioneth, retired Lieut Colonel Dec 1 Lloyd & Roberts, Ruthin  
 WOODALL, WILLIAM, Biggry, Egremont, Cumbrld, Miner Nov 19 Thompson, Whitehaven

London Gazette.—TUESDAY, NOV. 3.  
 ASQUITH, HENRY, Sheffield, Grinder Dec 12 Taylor, Sheffield  
 BROWN, THOMAS CALDERHEAD, Newcastle on Tyne, Lieut.-Colonel Dec 1 Arnott & Co, Newcastle on Tyne  
 CARTWRIGHT, SAMUEL, Old Burlington st, Esq, F.R.C.S. Nov 30 Baker & Co, Cannon st  
 D'ARLEY, ELIZABETH CHARLOTTE, St Leonards on Sea Dec 7 Ford & Co, South sq, Gt St Paul's inn  
 DICKINSON, BENJAMIN, Westward Ho! Devon, Esq Dec 1 Sanderson & Co, Queen Victoria st  
 GENTH, CHARLES GEORGE FERDINAND, Withington, Manchester, Esq Dec 31 Earle & Co, Manchester  
 GOODE, ALFRED JUAN, Ryde, I W, Clerk in Holy Orders Dec 12 Vincent, Ryde  
 GRADY, JOSEPH, Gt Grimsby, retired Pawnbroker Dec 15 Stephenson & Mountain, Gt Grimsby  
 HANES, JOSEPH JOHN, Birmingham, Provision Merchant Dec 5 Chinn, Birmingham  
 HERFORTH, DAVID, Longstone, Derby, Lieut Col Nov 30 Turner, Holmfirth  
 HUNT, ROBERT PONSONBY CAREW, Brewer's quay, Esq Dec 15 Burne & Wykes, Lincoln's inn fields  
 JOHNSON, ISAAC, Poulton le Sands, Innkeeper Nov 29 Sharp & Son, Lancaster  
 JOHNSON, ROBERT SPARROW, Homerton Dec 7 H Harris, 111, Denmark hill, Camberwell  
 JOWSEY, JAMES, Coutham, nr Redcar, Yorks, Gent Dec 7 Sill, Middlesbrough  
 KEELEY, WILLIAM, Waverley, nr Liverpool, Cargo Superintendent Nov 30 Cole, Liverpool  
 KIRKNESS, THOMAS, Scarborough, Draper Dec 14 Birdall & Cross, Scarborough  
 LAW, ROBERT, Todmorden, Lancs, Farmer Dec 11 Sagar, Todmorden  
 LEA, JOHN WILLIAM THOMAS, Northton House, nr Bowdley, Wores, Solicitor Dec 31 R H & P W Whitcombe, Bowdley

LOADER, CAROLINE, Paulton sq, Chelsea Dec 1 Watney & Co, Lombard court  
 LEWIS, WILLIAM DIX, Cannon st, Warehouseman Dec 12 Spreckley, Borough High st, Southwark  
 MALLINSON, WILLIAM, Central Meat Market, Meat Salesman Dec 31 Vanderpump & Son, Gray's inn sq  
 MARSHALL, CHARLOTTE, New Brighton, Chester Dec 16 T J Smith & Son, Liverpool  
 MEALE, JEREMIAH, Fuxley, Norfolk, Grocer Nov 21 Coaks & Co, Norwich  
 MILLS, WILLIAM LEWIS, Weston super Mare, Clerk in Holy Orders Dec 9 Barnard, Bristol  
 NORTON, THOMAS, Queen st, Cheapside, Licensed Victualler Dec 11 Adams & Hugonin, Long Act  
 OXLEY, HANNAH, Stafford st, Sheffield Dec 7 Vickers & Co, Sheffield  
 PARKINSON, RICHARD, Lancaster, Gent Nov 16 Sharp & Son, Lancaster  
 PARRY, OWEN, Flynogion, nr Ruthin, Denbigh, Farmer Dec 1 Lloyd & Roberts, Ruthin  
 PLUNKETT, CHARLES FREDERICK, Braunton, Devon, Clerk in Holy Orders Dec 3 Ewbank & Co, South sq, Gray's inn  
 PURVIS, GEORGE, Scotwood, Northumberland, Miner Jan 1 Joel & Parsons, Newcastle on Tyne

## BANKRUPTCY NOTICES.

London Gazette.—Friday, Nov. 6.

## RECEIVING ORDERS.

ADAMS, ROBERT, Exford, Somerset, Builder Barnstaple Pet Nov 3 Ord Nov 3  
 ALLEN, CHARLES EDWARD, Woolwich, Grocer Greenwich Pet Oct 29 Ord Oct 29  
 BARTLETT, JOHN, Exmouth, Butcher Exeter Pet Nov 2 Ord Nov 2  
 BENNETT, GEORGE, Leeds, Florist Leeds Pet Nov 3 Ord Nov 3  
 BINGHAM, FREDERICK FRANCIS, Purvis rd, College park, Kensal rise, late Confectioner Wandsworth Pet Nov 2 Ord Nov 2  
 BOYLE, HANNAH, Baitow in Furness, Greengrocer Baitow in Furness Pet Nov 3 Ord Nov 3  
 BREEN, JAMES, Manchester, General Agent Manchester Pet Sept 29 Ord Nov 2  
 BURNARD, NORMAN, Park place, St James's, Gent High Court Pet Sept 23 Ord Nov 3  
 CHAMBERLAIN, EDWIN JAMES, Weston super Mare, Plasterer Bridgewater Pet Nov 4 Ord Nov 4  
 COLLINS, FREDERIC, Huddersfield, Cycle Agent Huddersfield Pet Nov 4 Ord Nov 4  
 CRAWFORD, HUGH, Water lane, Stratford, Journeyman Carpenter High Court Pet Nov 4 Ord Nov 4  
 FORD, JAMES, Bristol, Grocer Bristol Pet Nov 2 Ord Nov 2  
 GOWER, WILLIAM JOHN, Thorpe St Andrew, Norfolk, Grocer Norwich Pet Nov 3 Ord Nov 3  
 GRAYSON, FREDERICK, the younger, Low Spennymoor, in the county of Durham, Furniture Dealer Durham Pet Nov 3 Ord Nov 3  
 GREENWOOD, JAMES, Cannon st, Builder High Court Pet Nov 4 Ord Nov 4  
 HARPER, JAMES BLOOM, Ventnor, I W, Grocer Newport and Hyde Pet Nov 2 Ord Nov 2  
 HINTON, WILLIAM JAMES TURNER, Trowbridge, Wilts, Tailor Bath Pet Nov 3 Ord Nov 3  
 HOWES, MARIA BUNN MARY, Wymondham, Norfolk, Schoolmistress Norwich Pet Nov 4 Ord Nov 4  
 JARROLD, THOMAS, Whitland, Pembs, Miller Pembroke Dock Pet Oct 24 Ord Nov 3  
 JEFFERSON, JOSEPH, Accrington, Licensed Victualler Blackburn Pet Nov 4 Ord Nov 4  
 LOCKWOOD, RICHARD DUBRY, Southorpe, Lincs, Auctioneer Gt Grimsby Pet Nov 2 Ord Nov 2  
 MARY, GEORGE ARTHUR, Bury st, Bloomsbury, Mountmaker High Court Pet Nov 3 Ord Nov 3  
 MARSHALL, THOMAS FRANCIS, Idle, Yorks, Grocer Bradford Pet Nov 2 Ord Nov 2  
 MORRIS, DANIEL LLOYD, Carnarvon, Outfitter Bangor Pet Oct 15 Ord Nov 3  
 OKILL, JOHN, Waverree, nr Liverpool, Joiner Liverpool Pet Nov 2 Ord Nov 2  
 OMBISTON, WILLIAM, Sheffield, Carriage Builder Sheffield Pet Nov 3 Ord Nov 3  
 PAGET, T C, Covent Garden Market, Florist High Court Pet Sept 17 Ord Nov 4  
 PENE, ISAAC WELLS, Potent Hill, Kent, Grocer Greenwich Pet Oct 27 Ord Oct 27  
 PUCKETT, E. BRISLEY, Albemarle st High Court Pet Oct 1 Ord Nov 4  
 REDFERN, SARAH HELEN, Sheffield, Milliner Sheffield Pet Nov 4 Ord Nov 4  
 ROSE, JOHN THOMAS, Cecil rd, Enfield, Middlesex, Seedsman Edmonton Pet Nov 2 Ord Nov 2  
 ROGERS, ROBERT, North Petherton, Somerset, Carpenter Bridgewater Pet Nov 2 Ord Nov 2  
 ROSS, WILLIAM, Ludlow, Salop, Cabinet Maker Leominster Pet Sept 26 Ord Nov 2  
 SEYE, JAMES ANSEL, Newport, Mon, Chemist Newport, Mon Pet Nov 2 Ord Nov 2  
 SIMS, WILLIAM, Lowdown, Pudsey, Yorks, Painter Bradford Pet Nov 2 Ord Nov 2  
 SPADENAN, SYDNEY, Woodnewton, Northamptonshire, Miller Peterborough Pet Nov 4 Ord Nov 4  
 SPENCER, SYDNEY EDGAR, Queen's rd, Edgware rd, Mercantile Clerk High Court Pet Nov 4 Ord Nov 4  
 STEVENS, WILLIAM, Abingdon, Berks, Builder Oxford Pet Nov 3 Ord Nov 3  
 STUART, RICHARD SHAW, Chopton cum Hardy, nr Manchester, Packing Case Maker Manchester Pet Oct 7 Ord Nov 4  
 TONY, HANLEY RAPHAEL, Great St Helen's, Merchant High Court Pet Nov 3 Ord Nov 3  
 WATERS, JAMES OPIN, Paz Station, Cornwall, Butcher Truro Pet Sept 21 Ord Nov 3  
 WEBBER, HUBERT HENRY, Portsmouth, Somerset, Engineer Bristol Pet Nov 3 Ord Nov 3  
 WILLIAMS, CHARLES LAWRENCE, General Register Office, Somerset House, Strand, Civil Service Clerk High Court Pet Nov 3 Ord Nov 3

REID, MARY ELLEN, Sale, Chester Dec 15 Bond & Co, Manchester  
 RICHARDSON, JOSEPH, Manchester, Drysalter Dec 1 Sutton & Co, Manchester  
 RICKARDS, MARY ANNE, Hove, Sussex Dec 5 Livesay & Co, Brighton  
 RODHOUSE, JOSEPH, Daventry, Northampton, Shoemaker Dec 21 Willoughby, Daventry  
 SMITH, GEORGE SAMUEL FEREEDAY, Pembury, Kent, Barrister Dec 7 Hawes & Co, G Winchester st  
 SNODIN, WILLIAM, Lamb's Conduit st, Wax Chandler Dec 14 Bird & Eldridge, Gt James st, Bedford row  
 STALEY, JOHN, Sheffield, Gardener Dec 26 Broomhead & Co, Sheffield  
 TURNER, FRANK READ, Raymond bldgs, Gray's inn, Gent Nov 30 Long & Gardiner, Lincoln's inn fields  
 UPTON, ELIZABETH, New John st West, Birmingham Dec 1 Hickman, Birmingham  
 WALDEY, MARY, Harrogate Dec 15 Kirby & Sons, Harrogate  
 WEBB, WILLIAM, Elsdale st, Hackney, Baker Dec 4 Timbrell & Deighton, King William st  
 WHEELER, WILLIAM WILSON, Wokingham, Berks, Solicitor Dec 3 Sargeant, Budge row, Cannon st

WILLIAM, WILLIAM FOX, Dolphinholme, nr Lancaster, Grocer Preston Pet Nov 2 Ord Nov 2  
 WRIGHT, ALFRED RICHARD, Barnes, Surrey, Cycle Manufacturer High Court Pet Nov 2 Ord Nov 2

## FIRST MEETINGS.

ADAMS, EDMONDS, Aylesbury, Grocer Nov 16 at 11 25, Walton st, Aylesbury  
 ALBINS, WILLIAM, Walsoken, Norfolk, Butcher Nov 18 at 10 30 W B Whall, Market sq, King's Lynn  
 ANSLOW, ROBERT, Cheltenham, Newspaper Editor Nov 13 at 3 County Court bldgs, Cheltenham  
 BARTLETT, JOHN, Exmouth, Butcher Nov 17 at 11 Off Rec, 13, Bedford circus, Exeter  
 BLENKHOPE, ROBERT, Stokesley, Yorks, Innkeeper Nov 15 at 3 Off Rec, Middlesborough  
 BRASSINGTON, ELIZABETH, Wednesbury, Saddler Dec 2 at 11 Off Rec, Walsall  
 BREWER, EDMOND HEWITSON, East Dulwich grove, Dulwich Nov 30 at 12 33, Carey st, Lincoln's inn  
 BROWN, WILLIAM HENRY, Eynsham, Oxon, Grocer Nov 14 at 11 30 1, 58 Aldate's, Oxford  
 BUNYAN, ROBERT, CHARLES COMPTON POTTER, and HARVEY FRANCIS DAY, Landport, Engineers Nov 23 at 3 Off Rec, Cambridge June, High st, Portsmouth  
 CADMAN, JAMES SHUTTLE, Dover, Cornfactor Nov 20 at 9 Off Rec, 5 Castle st, Canterbury  
 CRANNAUGH, GEORGE WILLIAM, Ludlow, Salop, Woolstapler Nov 16 at 10 15, Corn sq, Leominster  
 EYCHER, HARRY, Eastbourne, Mechanical Engineer Nov 16 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 FEY, WALTER, Trinity sq, Borough, Travelling Draper Nov 17 at 11 33, Carey st, Lincoln's inn  
 HEAL, GEORGE HENRY, Halifax, Cotton Spinner Nov 14 at 11 Off Rec, Halifax  
 HESLING, FRED, Outwood, nr Wakefield, Builder Nov 13 at 11 Off Rec, Bond terrace, Wakefield  
 LEAMON, PHILIP AUGUSTUS, Wymondham, Norfolk, Wine Agent Nov 16 at 3 Off Rec, 5, King st, Norwich  
 LUTHER, FREDERICK, Balaclava, Works, late Lamp Manufacturer Nov 17 at 11 25, Colmore row, Birmingham  
 LYONS, JOHN JOSEPH, Margate, Lodging house Keeper Nov 20 at 10 Off Rec, 5 Castle st, Canterbury  
 MARRSHALL, THOMAS FRANCIS, Idle, Yorks, Grocer Nov 16 at 11 Off Rec, 31, Manor row, Bradford  
 MEDLEY, THOMAS F, Theobald's rd, of no occupation Nov 15 at 12 33, Carey st, Lincoln's inn  
 MOULTON, ANSELMO, Tonbridge, Nurseryman Nov 13 at 11 30 24, Railway approach, London Bridge  
 NEWMAN, JOHN HENRY, Ramsgate, Hairdresser Nov 20 at 9 30 Off Rec, 5, Castle st, Canterbury  
 OVERTON, JAMES WILLIAMS, Birmingham, Miller Nov 25 at 11 25, Colmore row, Birmingham  
 PORTER, THOMAS, Lowestoft, Architect Nov 14 at 12 Off Rec, 8, King st, Norwich  
 ROGERS, ROBERT, North Petherton, Somerset, Carpenter Nov 13 at 10 30 Bristol Arms Hotel, Bridgewater  
 SHAW, THOMAS, Bowerham, Lancaster, Joiner Nov 13 at 2 30 Off Rec, 14, Chapel st, Preston  
 SIMS, WILLIAM, Pudsey, Calverley, Yorks, Painter Nov 16 at 11 30 Off Rec, 31, Manor row, Bradford  
 SRAILMAN, WILLIAM, Gainsford, Durham, Boot Dealer Nov 18 at 3 Off Rec, Middlesborough  
 STEER, HAMILTON MOORE, Florence rd, Lewisham High rd Nov 15 at 11 25, Carey st, Lincoln's inn  
 STEPHENS, THOMAS, St James' rd, Camberwell, Shirt Manufacturer Nov 18 at 12 Bankruptcy bldgs, Lincoln's inn  
 THACKREY, THOMAS, Masham, Yorks, Butcher Nov 16 at 12 Court House, Northallerton  
 THOMPSON, WILLIAM, Newcastle on Tyne, Builder Nov 16 at 11 30 Off Rec, Pink lane, Newcastle on Tyne  
 TITCOMB, ALBERT, Witney, Oxon, Brewer's Clerk Nov 13 at 2 30 1, 8 Aldate's, Oxford  
 WALKER, JOHN EDWARD, Ludlow, Salop, Fishmonger Nov 16 at 10 18, Corn sq, Leominster  
 WIGFIELD, GEORGE, Kingston upon Hull, General Dealer Nov 13 at 11 Off Rec, Trinity House lane, Hull  
 WILLIAMS, JOHN, Bronant, Lledrod, Cardiganshire, Mason Nov 20 at 12 45 Townhall, Abersystwyth  
 WOOD, ANNE, Margate, Wife of a Restaurant Keeper Nov 15 at 4 50, High st, Margate

The following amended notice is substituted for that published in the London Gazette, Oct. 30.

SCHOFIELD, BENJAMIN, JOHN ARTHUR SCHOFIELD, and HERBERT SCHOFIELD, Huddersfield, Woollen Manufacturers Nov 6 at 5 Haigh & Son, solons, 55, New st, Huddersfield

## ADJUDICATIONS.

ADAMS, EDMONDS, Aylesbury, Grocer Aylesbury Pet Oct 10 Ord Nov 3  
 ADAMS, ROBERT, Exford, Somerset, Builder Barnstaple Pet Nov 3 Ord Nov 3

ALLEN, CHARLES EDWARD, Woolwich, Grocer Greenwich Pet Oct 28 Ord Oct 29  
 BALCON, LOUIS, Birmingham, Tailor Birmingham Pet Oct 30 Ord Nov 3  
 BARNETT, CARRIE, and SARAH BARNETT, Stockwell rd, Brixton, Tobacconists High Court Pet Oct 23 Ord Nov 3  
 BARTLETT, JOHN, Exmouth, Butcher Exeter Pet Nov 2 Ord Nov 3  
 BENNETT, GEORGE, Leeds, Florist Leeds Pet Nov 3 Ord Nov 3  
 BINGHAM, FREDERICK FRANCIS, Purvis rd, College pk, Kensal Rise, late Confectioner Wandsworth Pet Nov 2 Ord Nov 2  
 BIRCH, ANTHONY FORBES, Wednesbury, Fitter Walsall Pet Oct 5 Ord Oct 16  
 BROWN, WILLIAM HENRY, Eynsham, Oxon, Grocer Oxford Pet Oct 27 Ord Nov 2  
 CHAMBERLAIN, EDWIN JAMES, Weston super Mare, Plasterer Bridgewater Pet Nov 4 Ord Nov 4  
 CRAWFORD, HUGH, Water lane, Stratford, Journeyman Carpenter High Court Pet Nov 4 Ord Nov 4  
 DOWNHAM, THOMAS, Eversley, Hants, Farmer Winchester Pet Oct 14 Ord Nov 3  
 FORD, JAMES, Bristol, Grocer Bristol Pet Nov 2 Ord Nov 2  
 GASTRELL, WILLIAM, Liverpool, Licensed Victualler Liverpool Pet Oct 26 Ord Nov 3  
 GOWER, WILLIAM JOHN, Thorpe St Andrew, Norfolk, Grocer Norwich Pet Nov 3 Ord Nov 3  
 GRAYSON, FREDERICK, JUN, Low Spennymoor, Durham, Furniture Dealer Durham Pet Nov 3 Ord Nov 3  
 GRINDLE, ALICE, and ROBERT BRIGHTON GRINDLE, Birmingham, Coach Ironmongers Birmingham Pet Oct 3 Ord Nov 4  
 HEAL, GEORGE HENRY, Halifax, Cotton Spinner Halifax Pet Oct 31 Ord Nov 4  
 HINTON, WILLIAM JAMES TURNER, Trowbridge, Wilts, Tailor Bath Pet Nov 3 Ord Nov 3  
 HIRCH, EDGAR, Gracchurich st, Merchant High Court Pet July 27 Ord Nov 3  
 HOWES, MARIA BUNN MARY, Wymondham, Norfolk, Schoolmistress Norwich Pet Nov 3 Ord Nov 4  
 JEFFERSON, JOSEPH, Accrington, Licensed Victualler Blackburn Pet Nov 4 Ord Nov 4  
 LOCKWOOD, RICHARD DUBRY, Southorpe, Lincs, Auctioneer Great Grimsby Pet Nov 2 Ord Nov 2  
 MARSHALL, THOMAS FRANCIS, Idle, Yorks, Grocer Bradford Pet Oct 31 Ord Nov 2  
 MAY, HANNAH, Wisbech, Cambs, Widow King's Lynn Pet June 3 Ord Nov 4  
 MERCER, GEORGE, and JAMES BARBER EDWARDS, Deal, Solicitors Canterbury Pet Sept 30 Ord Oct 30  
 MOSELEY, FRANK, Bournemouth, of no occupation Poole Pet Oct 30 Ord Nov 4  
 OKILL, JOHN, Waverree, nr Liverpool, Joiner Liverpool Pet Nov 2 Ord Nov 3  
 OMBISTON, WILLIAM, Sheffield, Carriage Builder Sheffield Pet Nov 3 Ord Nov 3  
 PEARCE, EDWARD, Worthing, Butler Brighton Pet Oct 21 Ord Nov 2  
 REDFERN, SARAH HELEN, Sheffield, Milliner Sheffield Pet Nov 4 Ord Nov 4  
 ROSE, JOHN THOMAS, Cecil rd, Enfield, Seedsman Edmonton Pet Oct 27 Ord Nov 2  
 ROGERS, ROBERT, North Petherton, Somerset, Carpenter Bridgewater Pet Nov 2 Ord Nov 2  
 SAYNOR, WILLIAM, Doncaster, Cycle Agent Sheffield Pet Oct 17 Ord Nov 4  
 SHELTON, RICHARD, Goldington, Beds, Farmer Bedford Pet Oct 16 Ord Nov 3  
 SIMS, WILLIAM, Lowdown, Pudsey, Yorks, Painter Bradford Pet Nov 2 Ord Nov 2  
 SMITH, ELIZABETH CATHERINE, late of Birmingham, Warwickshire, Butcher Birmingham Pet Oct 13 Ord Nov 4  
 SMITH, JOHN, Thames Ditton, Surrey, Licensed Victualler Kingston Pet Oct 23 Ord Nov 4  
 SPADENAN, SYDNEY, Woodnewton, Northamptonshire, Miller Peterborough Pet Nov 3 Ord Nov 4  
 SPENCER, SYDNEY EDGAR, Queen's rd, Edgware rd, Mercantile Clerk High Court Pet Nov 4 Ord Nov 4  
 STEVENS, WILLIAM, Abingdon, Berks, Builder Oxford Pet Nov 3 Ord Nov 3  
 TAYLOR, JOSEPH WILLIAM, Bolton, Auctioneer Bolton Pet Sept 30 Ord Nov 2  
 TYRELL, THOMAS HENRY, Luton, Beds, Chemist Luton Pet Oct 9 Ord Nov 4  
 VOULEY, HENRY, Northampton, Boot Manufacturer Northampton Pet Oct 15 Ord Nov 3  
 WATERS, JAMES OPIN, Paz Station, Cornwall, Bookseller Liverpool Pet Sept 4 Ord Nov 3  
 WEBBER, HUBERT HENRY, Portsmouth, Somerset, Engineer Bristol Pet Nov 3 Ord Nov 4



WHEBERN, RICHARD, SWANSEA, Furniture Dealer Swansea  
Pet Oct 29 Ord Nov 8  
WHITTAKER, FRANK, Eastville, Stapleton, Glos, Builder  
Bristol Pet Oct 14 Ord Nov 8  
WILLMAN, WILLIAM FOX, Dolphinhall, nr Lancaster,  
Grocer Preston Pet Oct 31 Ord Nov 2

London Gazette.—TUESDAY, Nov. 10.

#### RECEIVING ORDERS.

ALLEN, THOMAS, Waltham on the Wolds, Lime Burner  
Leicester Pet Nov 5 Ord Nov 5  
ATKIN, LEVI, Leeds, Commission Agent Leeds Pet Nov 6  
Ord Nov 6  
BLACKALL, JOHN, Duke st, St James's, Fine Art Dealer  
High Court Pet Nov 7 Ord Nov 7  
BRADBURY, HENRY, and ALFRED BRADBURY, Cookridge, nr  
Leeds, Farmers Leeds Pet Nov 5 Ord Nov 5  
BRITTEN, CHARLES, Earls Barton, Northamptonshire, Car-  
penter Northampton Pet Oct 28 Ord Nov 7  
COLLINS, JOSEPH, Leicester, Shoehand Leicester Pet Nov 5  
Ord Nov 5  
DARNELL, HERBERT, Hingham, Norfolk, Licensed Victualler  
Norwich Pet Nov 7 Ord Nov 7  
EDWARDS, REUBEN, Alsager, Cheshire, Farmer Maccles-  
field Pet Nov 3 Ord Nov 3  
EVANS, BENJAMIN, Llanelly, Grocer Carmarthen Pet  
Nov 4 Ord Nov 4  
GAY, JOSEPH, St George, Glos, Boot Manufacturer Bristol  
Pet Nov 5 Ord Nov 5  
GRAY, WILLIAM, Wath on Dearne, nr Rotherham, Soap  
Boiler Sheffield Pet Sept 15 Ord Nov 5  
GRIFFITHS, J. M., Stanhope st, Regent's park, Sculptor High  
Court Pet Oct 18 Ord Nov 5  
HANDING, HENRY, Haverhill, Suffolk, Baker Cambridge  
Pet Nov 4 Ord Nov 4  
HEWITT, EBENEZER, Portobello, Willenhall, Staffs, Grocer  
 Wolverhampton Pet Nov 5 Ord Nov 5  
HILL, DELLA, Lewes, Baker Lewes Pet Nov 5 Ord  
Nov 5  
HOLMES, BETSY, Fulbourn, Cambs, Grocer Cambridge  
Pet Nov 7 Ord Nov 7  
HUME, T. D., Ladogate gate, Hyde park, Late Manager to  
Tea Brokers High Court Pet Oct 9 Ord Nov 6  
LAMPLOUGH, CECILIA, Glynneth, Glam, Silica Brick Manu-  
facturer Neath Pet Oct 29 Ord Nov 6  
LAMPLOUGH, HENRY, Glynneth, Glam, Silica Brick Manu-  
facturer Neath Pet Oct 29 Ord Nov 6  
LEDENMAT, ANGELO, Old Compton st, Soho, Wine Dealer  
High Court Pet Nov 6 Ord Nov 6  
LISTER, HENRY, Birstall, Yorks, Plumber Dewsbury Pet  
Nov 7 Ord Nov 7  
MEAD, BENJAMIN, Aylesbury, Coach Builder Aylesbury  
Pet Nov 6 Ord Nov 6  
MILLS, WALTER GEORGE, Manchester, Grey Cloth Agent  
Manchester Pet Nov 6 Ord Nov 6  
PAYNE, THOMAS, Bishopston, Horsfield, Glos, Tea Ware-  
houseman Bristol Pet Nov 5 Ord Nov 5  
PEACOCK, JAMES, Bow Common lane, Boot Manufacturer  
High Court Pet Nov 6 Ord Nov 6  
POLAN, JAMES, Darlington pk rd, Highgate rd, Picture  
Dealer High Court Pet Nov 7 Ord Nov 7  
POTTER, ALBERT JOHN, Bridlington, Yorks, Innkeeper  
Scarborough Pet Nov 5 Ord Nov 5  
PRYCE, WILLIAM, Mochdre, nr Newtown, Montgomery,  
Farmer Newtown Pet Nov 5 Ord Nov 5  
ROSE, WILLIAM FREDERICK, Ross, Herefordshire, Farmer  
Hereford Pet Nov 6 Ord Nov 6  
RYLES, GEORGE F., Norton in the Moors, Staffs, Builder  
Hanley, Burton, and Tunstall Pet Oct 24 Ord Nov 5  
SHAND, F., Westbourne ter High Court Pet Oct 9 Ord  
Nov 5  
SMITH, JOHN THOMAS, Wolverton, Bucks, Dairyman  
Northampton Pet Nov 7 Ord Nov 7  
SPENCER, HENRY, Cannon st, Wine Merchant High Court  
Pet Oct 12 Ord Nov 5  
SPENCER, JOHN, Nottingham, Licensed Victualler Notting-  
ham Pet Oct 10 Ord Nov 4  
STEVENS, HENRY, and AGNES STEVENS, formerly AGNES  
SHACKLEY, Widow, Bawtry in Furness, Grocers  
Bawtry in Furness Pet Nov 3 Ord Nov 3  
STUART, DONALD, Park village West High Court Pet  
July 30 Ord Nov 5  
SWEET, EMMA, Torquay, Lodging house Keeper Exeter  
Pet Nov 6 Ord Nov 6  
VAN PRAAG, S., Bath, Bandmaster Bath Pet Oct 24 Ord  
Nov 7  
WADE, THOMAS, Halifax, Woolstapler Halifax Pet Nov 6  
Ord Nov 6  
WEBB, ARTHUR HAWKLEY, Bradford, Surgeon's Assistant  
Bradford Pet Nov 6 Ord Nov 6  
WELLER, GEORGE, Dorking, Surrey, Builder Croydon Pet  
Nov 4 Ord Nov 4  
WELLS, A. E., Gerrard st, Soho High Court Pet July 28  
Ord Nov 5  
WHALLEY, WILLIAM, Liverpool, Wholesale Butcher Birken-  
head Pet Nov 6 Ord Nov 6  
WILKIE, CHARLES THOMAS BAXTER, South Stockton, En-  
gineer Stockton on Tees Pet Oct 23 Ord Nov 5  
WILLIAMS, JOHN PARRY, Landport, Corset Maker Ports-  
mouth Pet Oct 20 Ord Nov 4  
WILLMOTT, CHARLES ARTHUR, Harborne, Staffs, Journeymen  
Tool Maker Birmingham Pet Nov 7 Ord Nov 7  
WOODHEAD, ABRAHAM, Nelson, Lancs, Manufacturer  
Burnley Pet Oct 16 Ord Nov 5

#### ORDER RESCINDING RECEIVING ORDER AND ANNULING ADJUDICATION.

The following amended notice is substituted for that pub-  
lished in the London Gazette, Oct. 30.  
MILNER, GERARD CHAMFON, Lloyd's, Royal Exchange,  
Underwriting High Court Rec Ord June 12, 1889  
Adjud July 13, 1889 Resc and Annul, Oct 28

#### FIRST MEETINGS.

ALLEN, THOMAS, Waltham on the Wolds, Leics, Lime  
Burner Nov 19 at 12 Off Rec, 34, Friar lane,  
Leicester  
BALGON, LOUIS, Birmingham, Tailor Nov 20 at 2.30 25,  
Colmore row, Birmingham

BEALE, ARTHUR PERCY, Gt Bridge, Staffs, Grocer Nov 17  
at 11 Dudley Arms Hotel, Dudley  
BENNETT, GEORGE, Leeds, Florist Nov 17 at 11 Off Rec,  
22, Park row, Leeds

BOYLE, HANNAH, Bawtry in Furness, Green Grocer Nov 18  
at 11 Off Rec, 16, Cornwallis st, Bawtry in Furness

BREEN, JAMES, Manchester, General Agent Nov 17 at 2.30  
Ogden's chmbrs, Bridge st, Manchester

BURDRED, JAMES, Fenton, Staffs, Grocer Nov 19 at 10.30  
Off Rec, King st, Newcastle under Lyme

CLARKE, CHARLES, late of Notting Hill, Brewer Nov 24 at  
2.30 33, Carey st, Lincoln's inn

COLLINS, FREDERICK, Huddersfield, Cycle Agent Nov 18  
at 3 Haigh & Sons, Solicitors, 55, New st, Hudders-  
field

COLLINS, JOSEPH, Leicester, Shoehand Nov 20 at 12 Off  
Rec, 34, Friar lane, Leicester

CRABTREE, JAMES, Fleet st, Publisher Nov 20 at 12  
Bankruptcy bldgs, Portugal st, Lincoln's inn Fields

FIDLER, ISAAC, Middlesbrough, Valuer Nov 25 at 3 Off  
Rec, Middlesbrough

FORD, JAMES, Bristol, Grocer Nov 25 at 11.30 Off Rec,  
Bank chmbrs, Corn st, Bristol

GAY, JOSEPH, St George, Glos, Boot Manufacturer Nov 25  
at 3 Off Rec, Bank chmbrs, Corn st, Bristol

GOWER, WILLIAM JOHN, Thorpe St Andrew, Norfolk,  
Grocer Nov 21 at 11 Off Rec, 8, King st, Norwich

HARDING, HENRY, Haverhill, Suffolk, Baker Nov 17 at 12  
Off Rec, 5, Petty Cury, Cambridge

HARPER, JAMES BLOOM, Ventnor, I W, Grocer Nov 21 at  
12 Holywood chmbrs, Newport, I W

HASLOP, CHARLES SIDNEY, Seven Sisters rd, Holloway,  
Printer Nov 18 at 1.30 Carey st, Lincoln's inn

HATTFIELD, THOMAS, Liverpool, Furniture Remover Nov 19  
at 3 Off Rec, 35, Victoria st, Liverpool

HEATHER, ERNEST, East Ashling, Funtington, Sussex,  
Wheelwright Nov 17 at 12 Off Rec, 4, Pavilion bldgs,  
Brighton

HINTON, WILLIAM JAMES TURNER, Trowbridge, Wilts,  
Tailor Nov 25 at 1 Off Rec, Bank chmbrs, Corn st,  
Bristol

HOLDSTOCK, ORADIAN HENRY, Whitley, nr Reading, Farmer  
Nov 17 at 3 Off Rec, 95, Temple chmbrs, Temple  
avenue

HOSKE, SIR WILLIAM, Bart, Ebury st, Pimlico Nov 20  
at 1.30 Carey st, Lincoln's inn

HOWES, MARIA BUNN MARY, Wyndham, Norfolk, School-  
mistress Nov 21 at 12 Off Rec, 8, King st, Norwich

HUGHES, ROBERT, Llanfyllidan, Llaniwrst, Denbighshire,  
Farmer Nov 19 at 10.30 Victoria Hotel, Llanfyllidan

HUMBLE, CRABTREE, Shoe lane, Wine Merchant Nov 20 at  
11 Bankruptcy bldgs, Portugal st, Lincoln's inn  
fields

JAMES, JOHN, and HENRY EBENEZER JAMES, New Kent rd,  
Coach builders Nov 18 at 12 Bankruptcy bldgs,  
Portugal st, Lincoln's inn fields

JEFFERSON, JOSEPH, Accrington, Licensed Victualler Nov  
18 at 2.30 County Court House, Blackburn

KNOWLES, JAMES, Manchester, Solicitor Nov 20 at 3  
Ogden's chmbrs, Bridge st, Manchester

LORD, SAMUEL, Southport, Boat Dealer Nov 19 at 2.30  
Off Rec, 35, Victoria st, Liverpool

MOLD, JOHN MANDER, and CHARLES EDWARD MOLD, Buck-  
ingham, Cabinet Makers Nov 18 at 12, St. Aldate's,  
Oxford

MOORHOUSE, EDWIN, Leeds, Electrician Nov 17 at 12 Off  
Rec, 32, Park row, Leeds

PAYNE, THOMAS, Bishopston, Horsfield, Glos, Tea Ware-  
houseman Nov 25 at 12.30 Off Rec, Bank chmbrs,  
Corn st, Bristol

PRICE, E., Hurnsey rd Nov 18 at 2.30 33, Carey st, Lin-  
coln's inn

PRYCE, WILLIAM, Mochdre, nr Newtown, Montgomery,  
Farmer Nov 19 at 1 Off Rec, Llandidies

READ, HANNAH, Willenhall, Staffs, Latch Manufacturer  
Nov 24 at 12 Off Rec, Wolverhampton

SCOTT, MARGARET, Newcastle on Tyne, Widow Nov 18 at  
11.30 Off Rec, Pink lane, Newcastle on Tyne

SMITH, EDWIN, Swansea, Licensed Victualler Nov 18 at 3  
Off Rec, 97, Oxford st, Swansea

SMITH, JOHN, Thames Ditto, Surrey, Licensed Victualler  
Nov 17 at 11.30 24, Railway app, London Bridge

SPADMAN, SYDNEY, Woodnewton, Northamptonshire,  
Miller Nov 27 at 12 Law Courts, New rd, Peter-  
borough

STEVENS, HENRY, and AGNES STEVENS, Bawtry in Furness,  
Grocers Nov 18 at 11.30 Off Rec, 16, Cornwallis st,  
Bawtry in Furness

STUART, RICHARD SHAW, late of Chorlton upon Medlock,  
Manchester, Packing Case Maker Nov 17 at 3 Ogden's  
chmbrs, Bridge street, Manchester

TIBBITTS, FRANCIS, HENRY, Railway ter, New Southgate,  
Wine Merchant Nov 19 at 3 Off Rec, 36, Temple  
chmbrs, Temple avenue

TITTENSON, FREDERICK, Stoke upon Trent, Tailor Nov 19  
at 11.15 Off Rec, King st, Newcastle under Lyme

TYRRELL, THOMAS HENRY, Luton, Beds, Chemist Nov 24  
at 11.15 Court house, Luton

WADE, THOMAS, Halifax, Woolstapler Nov 19 at 11 Off  
Rec, Halifax

WARWICK, FREDERICK, Scarborough, Butcher's Manager  
Nov 18 at 11 Off Rec, 74, Newborough st, Scarborough

WATERS, JAMES OGLE, Par Station, Cornwall, Butcher  
Nov 17 at 12 Off Rec, Boscastle street, Truro

WEBBER, HUBERT HENRY, Portlough, Somerset, Engineer  
Nov 25 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

WHEBERN, RICHARD, SWANSEA, Furniture Dealer Nov 18  
at 12 Off Rec, 97, Oxford st, Swansea

WILLMAN, WILLIAM FOX, Dolphinhall, nr Lancaster,  
Grocer Nov 17 at 3 Off Rec, 14, Chapel st, Preston

WOODWARD, JOHN HENRY, Birmingham, Provision Dealer  
Nov 18 at 11 25, Colmore row, Birmingham

The following amended notice is substituted for that pub-  
lished in the London Gazette, Nov 3

BLAUBOURN, PETER, Orpington, Kent, Grocer Nov 17 at  
12.30 24, Railway approach, London Bridge

#### ADJUDICATIONS.

AINLEY, RICHARD, HARRY FRANCIS AINLEY, and SAMUEL  
GATE, Finsbury prime High Court Pet Sept 7 Ord  
Nov 6

ALLEN, THOMAS, Waltham on the Wolds, Leics, Lime  
Burner Leicester Pet Nov 5 Ord Nov 5

ANSLOW, ROBERT, Cheltenham, Newspaper Editor Chelten-  
ham Pet Oct 26 Ord Nov 8

ATKIN, LEVI, Leeds, Commission Agent Leeds Pet Nov 6  
Ord Nov 6

BRADBURY, HENRY, and ALFRED BRADBURY, Cookridge, nr  
Leeds, Farmers Leeds Pet Nov 5 Ord Nov 5

CLORTE, LAURENCE WOODBINE, late Draper's grdns, Finan-  
cial Agent High Court Pet Apr 13 Ord Nov 6

DARNELL, HERBERT, Hingham, Norfolk, Licensed Victual-  
ler Norwich Pet Nov 7 Ord Nov 7

EDWARDS, REUBEN, Alsager, Cheshire, Farmer Macclesfield  
Pet Nov 3 Ord Nov 3

EVANS, BENJAMIN, Llanelly, Grocer Carmarthen Pet Nov  
4 Ord Nov 4

GAY, JOSEPH, St George, Glos, Boot Manufacturer Bristol  
Pet Nov 5 Ord Nov 5

HARDING, HENRY, Haverhill, Suffolk, Baker Cambridge  
Pet Nov 4 Ord Nov 4

HEELIS, JOHN, Menston, nr Guiseley, Solicitor Bradford  
Pet Sept 16 Ord Nov 5

HEWITT, EBENEZER, Portobello, Willenhall, Staffs, Grocer  
Wolverhampton Pet Nov 5 Ord Nov 5

HOLDSTOCK, ORADIAN HENRY, Whitley, nr Reading, Farmer  
Reading Pet Oct 5 Ord Nov 4

HOLMES, BETSY, Fulbourn, Cambs, Grocer Cambridge Pet  
Nov 6 Ord Nov 7

HUGHES, JOHN, Heswall, Cheshire, late Beerhouse Keeper  
Birkenhead Pet Oct 6 Ord Nov 5

KEEN, S. J., Frome, Grocer Frome Pet Oct 17 Ord Nov 7

KERHL, ALBERT, White Lion crt, Brechin lane, Cornhill,  
Restaurant Proprietor High Court Pet Aug 18 Ord  
Nov 6

LAMPLOUGH, CECILIA, Glynneth, Glam, Silica Brick Manu-  
facturer Neath Pet Oct 29 Ord Nov 6

LAMPLOUGH, HENRY, Glynneth, Glam, Silica Brick Manu-  
facturer Neath Pet Oct 29 Ord Nov 6

LISTER, HENRY, Birstall, Yorks, Plumber Dewsbury Pet  
Nov 7 Ord Nov 7

LIVSEY, JOSEPH MONTAGUE, Whitehall court, Westmin-  
ster, claiming to be a Baronet High Court Pet Oct 8  
Ord Nov 6

LYSLEY, WARREN BAYLEY MARSHALL, Tunbridge Wells  
Tunbridge Wells Pet June 20 Ord Nov 5

MATTHEWS, CHARLES HUGHES, Pen-y-goldfa, Llanllwchaearn  
Montgomery, Flannel Manufacturer Newtown Pet  
Oct 12 Ord Nov 2

MOLD, JOHN MANDER, and CHARLES EDWARD MOLD, Buck-  
ingham, Cabinet Makers Banbury Pet Oct 17 Ord  
Nov 5

MURRAY, DAVID CHRISTIE, Adelphi ter, Strand, Actor  
High Court Pet Sept 2 Ord Nov 6

PAGE, T. C., Covent Garden Market, Florist High Court  
Pet Sept 17 Ord Nov 6

PARKINSON, EDWIN, Liverpool, Licensed Victualler Liver-  
pool Pet Oct 26 Ord Nov 6

PAYNE, THOMAS, Bishopston, Horsfield, Glos, Tea Ware-  
houseman Bristol Pet Nov 5 Ord Nov 5

PINE, ARTHUR TICKNER, and SAMUEL ISAAC PADFIELD  
CHIVERS, Cardiff, Drysalers Cardiff Pet Oct 3 Ord  
Nov 6

POTTER, ALBERT JOHN, Bridlington, Yorks, Innkeeper  
Scarborough Pet Nov 5 Ord Nov 5

PRYCE, WILLIAM, Mochdre, nr Newtown, Montgomery,  
Farmer Newtown Pet Nov 5 Ord Nov 7

ROSE, WILLIAM FREDERICK, Ross, Herefordshire, Farmer  
Hereford Pet Nov 6 Ord Nov 6

SCOTT, MARGARET, Newcastle on Tyne, Widow Newcastle  
on Tyne Pet Oct 31 Ord Nov 7

SMITH, JOHN THOMAS, Wolverton, Bucks, Dairyman North-  
ampton Pet Nov 7 Ord Nov 7

SPENCER, JOHN, Nottingham, Licensed Victualler Notting-  
ham Pet Oct 10 Ord Nov 4

STEVENS, HENRY, and AGNES STEVENS, Bawtry in Furness,  
Grocers Bawtry in Furness Pet Nov 3 Ord Nov 3

SWEET, EMMA, Torquay, Lodging-house Keeper Exeter  
Pet Nov 6 Ord Nov 6

WADE, THOMAS, Halifax, Woolstapler Halifax Pet Nov  
6 Ord Nov 6

WATERS, JAMES OGLE, Par Station, Cornwall, Butcher  
Truro Pet Sept 18 Ord Nov 4

WEBB, ARTHUR HAWKLEY, Bradford, Surgeon's Assistant  
Bradford Pet Nov 6 Ord Nov 6

WELLER, GEORGE, Dorking, Surrey, Builder Croydon  
Pet Nov 3 Ord Nov 4

WILKIE, CHARLES THOMAS BAXTER, South Stockton, En-  
gineer Stockton on Tees Pet Oct 22 Ord Nov 5

WILLMOTT, CHARLES ARTHUR, Harborne, Staffs, Journeymen  
Toolmaker Birmingham Pet Nov 7 Ord Nov 7

#### SALES OF ENSUING WEEK.

Nov. 16.—ATTREE, Esq., at the Estate Auction Mart,  
North-street, Brighton, Freehold Properties (see ad-  
vertisement, 7th inst., p. 36).

Nov. 16.—ALFRED RICHARDS, Esq., at the Mart, E.C., at 2  
o'clock, Law Life Assurance Society Shares (see adver-  
tisement, this week, p. 4).

Nov. 17.—MRS. DEBENHAM, TEWSON, FARMER, & BRIDGE-  
WATER, at the Mart, E.C., at 2 o'clock, Freehold Ground  
Rent (see advertisement, Oct. 31, p. 17).

Nov. 18.—MRS. WALKER & RENN, at the Mart, E.C., at  
2 o'clock, Annuity Reversionary Interests (see adver-  
tisement, this week, p. 4).

#### "SOLICITORS ACT, 1888."

NOTICE is Hereby Given that I, the  
undersigned WILLIAM EDWOOD SHIRLEY, of  
Doncaster, a Solicitor, have made application to the Com-  
mittee appointed under the above Act that my name be re-  
moved from the Roll of Solicitors at my own request.

The Committee have appointed to hear the application at  
the Hall of the Incorporated Law Society, Chancery-lane,  
London, on the 26th November, 1891, at 12 o'clock noon.

Dated this fourth day of November, 1891.  
W. E. SHIRLEY.

On SATURDAY, the 5th of DECEMBER, 1891, will be Published the

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Harrison,  
Kekewich  
Lopes, T  
Markby,